

Arcana Clericalia

The Mysteri^{es} of Clerkshipp

*As to the Sure Settlements of Estates, by
Deeds Fines Recoveries &c
With the Formes of all manner of Charterparties
in Maritime Cities Townes and Corporations
by George Billingham of Grayes Inn Esq^r*



Printed for H. Wyford in vint court in the Middle Temple

37

[This engraved title page was
presented separately by
E. G. Duff Esq. of Wadham
College in May, 1884.]

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 OF
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Arcana Clericalia,
Or, THE
MYSTERIES
OF
Clarkship:

BEING
A sure way of Setling Estates

By { DEEDS,
FINES, and
RECOVERIES.

With the Forms of all manner of
Charter-Parties in Maritime Cities,
Towns and Corporations.

WITH
A TABLE of all the Principal matters
therein contained.

By *George Billingham* of *Grays-Inne* Esq;

L O N D O N,

Printed for *Henry Twyford*, in *Vine-Court* Middle-
Temple, 1674.

MYSTERIES

CLIPPING:



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TO THE
Practitioners and Students
OF THE
Common LAW
OF
ENGLAND:

Especially such as would be throughly
Acquainted with *Conveyancing*.



*Without the least Flattery to the
Memory of our deceased Au-
thor, I may boldly say, His
indefatigable Labours need
not be usher'd into the World with studied
Eulogyes: And I doubt not but you
will concur with me in the same Opinion,
when you have perus'd this Book, and
confess his own Labours to be his greatest
Commendation.*

Touching the Subject matter, it contains the several Forms of Settlements of Estates to Uses, with power for Cestuy que use for Life, and in Tayl, to make Joyntures, Leases, and Grants of Rents: Likewise the Forms of Limitation of Uses for Years; for payment of Debts, discharge of Sureties, and raising of Portions for Younger Children: It also treats of Limitation of Uses in Fee, for the Lands to be sold to pay Debts, &c. With several forms of Revocation of Uses, and limiting Uses de novo, and of Covenants, with other Incidents to the like Conveyances.

Besides these, there are other most useful Presidents, relating to Merchants and Traders Affairs, fit for all Maritime Cities, Towns, and places of Trade: The whole Work is so Methodically digested

by

by the Author, that any Person (who is not a meer Stranger to the Law) may make great use and advantage thereof, and speedily and readily find any particular matter therein contained.

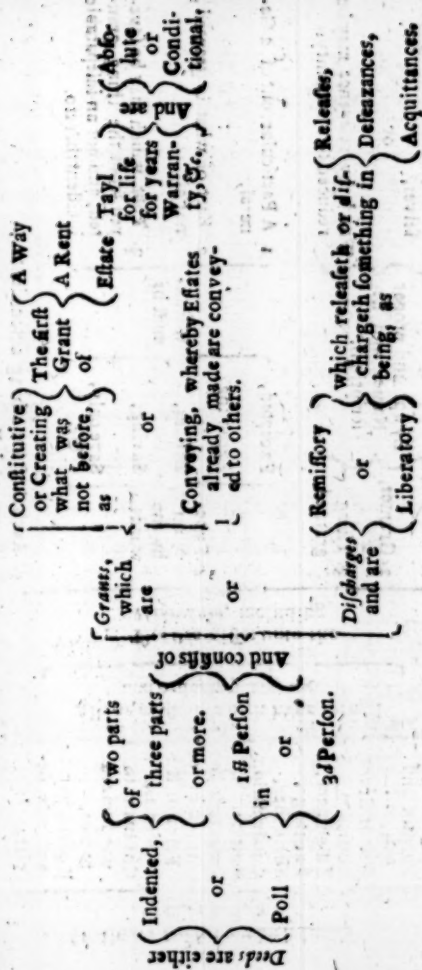
As to the Author, I shall only say thus much in general of him, viz. That He spent a considerable time in the study of the Law at Grays-Inne, and being unwearied in searching after all opportunities to improve his knowledge, He at length was call'd to the Barr, and gain'd in a little time the Vogue of being a profound and judicious Counsellor; His Apprehension was alwaies quick, his Judgment deliberate, solid, and not wavering, of a clear discerning faculty, his Memory sound, and his Patience (the truest index of a Wise man) alwaies commanded his Passions: in short, He was a Person of exquisite, natural, and acquired

Parts, and that which much contributed to the latter, was his great Moderation and Temperance, whereby his Study and business glided in their delighted Channels, uninterrupted. Being at length wearied with Business, he retir'd into the Country, where having finish'd this Elaborate Work, he dyed. Since whose death, his Manuscript being left to the Guardianship of a Friend, and committed into my hands, in order to be made Publick, for the further advantage of such as would be perfect, in the settling of Estates. I have hereunto added the Learning touching Fines and Recoveries, hoping the Ingenious will be moderate in their Censures; And if I have, in this, done any thing to your Advantage, it will answer the pains of him that is,

Your Servant,

W. B.

An ANALYSIS of the whole Art of Conveyancing.



Ordinary Deeds by which Lands
usually pass, are

Feoffment,
Bargain and
Sale,
Gift or Grant,
Lease,
Assignment,
Exchange,
Surrender,
Confirmation,
Release,
Indenture to
lead uses of
Fines or Re-
coveries,
Covenant to
stand seized
to uses,
Revocation
and new De-
claration.

All, or most of which have formal
and orderly parts, viz.

1. The Premises unto the
Habendum, including

1. Grantor,
2. Grantee,
3. Thing
granted.

By apt and proper
Names and de-
scriptions.

which are certain in them-
selves, or
which by reference may be
reduced to a certainty.

4. Exce-
ption
by the
words.

Excepted,
Excepting,
Besides,
Saving,
Save only,
&c.

Which
must be

1. A Particular out of a Ge-
neral,
2. Part of what is granted,
not all,
3. That which may be seve-
red from the thing gran-
ted, and not an inseparable
incident thereto.

5. Recital of something antecedent.

<p>All or most of which have formal and orderly parts, viz.</p>	<table> <tr> <td data-bbox="128 84 247 1253"> <p>1. The <i>Habendum</i>, whose office is to set down,</p> </td><td data-bbox="247 84 309 1253"> <p>and</p> </td><td data-bbox="309 84 391 1253"> <p>1. The Grantee,</p> </td></tr> <tr> <td data-bbox="391 84 579 1253"> <p>2. The <i>Reddendum</i>, which reserves some new thing to the Grantor, &c. And is usually made by the words,</p> </td><td data-bbox="391 84 579 1253"> <p>2. Certainty of Thing, Estate and Life granted, and to what use.</p> </td><td data-bbox="391 84 579 1253"></td></tr> <tr> <td data-bbox="579 84 620 1253"> <p>3. The Covenants containing the terms of <i>Granting</i> and <i>Reserving</i>, being either</p> </td><td data-bbox="579 84 620 1253"> <p>Yielding, Paying, Doing, Reserving, Finding, &c.</p> </td><td data-bbox="579 84 620 1253"> <p>And reserves what was not before. or Abridges the Tenure of what was before.</p> </td></tr> <tr> <td data-bbox="620 84 660 1253"> <p>4. Warranty.</p> </td><td data-bbox="620 84 660 1253"></td><td data-bbox="620 84 660 1253"></td></tr> <tr> <td data-bbox="660 84 852 1253"> <p>5. The Covenants containing the terms of <i>Granting</i> and <i>Reserving</i>, being either</p> </td><td data-bbox="660 84 852 1253"> <p>Real, or Personal,</p> </td><td data-bbox="660 84 852 1253"> <p>Inherent, or Collateral,</p> </td></tr> <tr> <td data-bbox="660 84 852 1253"></td><td data-bbox="660 84 852 1253"> <p>And must contain things to be done,</p> </td><td data-bbox="660 84 852 1253"> <p>Lawful and Possible.</p> </td></tr> </table>	<p>1. The <i>Habendum</i>, whose office is to set down,</p>	<p>and</p>	<p>1. The Grantee,</p>	<p>2. The <i>Reddendum</i>, which reserves some new thing to the Grantor, &c. And is usually made by the words,</p>	<p>2. Certainty of Thing, Estate and Life granted, and to what use.</p>		<p>3. The Covenants containing the terms of <i>Granting</i> and <i>Reserving</i>, being either</p>	<p>Yielding, Paying, Doing, Reserving, Finding, &c.</p>	<p>And reserves what was not before. or Abridges the Tenure of what was before.</p>	<p>4. Warranty.</p>			<p>5. The Covenants containing the terms of <i>Granting</i> and <i>Reserving</i>, being either</p>	<p>Real, or Personal,</p>	<p>Inherent, or Collateral,</p>		<p>And must contain things to be done,</p>	<p>Lawful and Possible.</p>
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	<p>And must contain things to be done,</p>	<p>Lawful and Possible.</p>																	

All, or most of which have formal
and orderly parts, viz.

6. The Con-
ditions,
which are

Precedent, } To the E-
 } state, and
 } are
 } or
 } Subsequent.

Affirmative,
Negative,
Collateral,
Inherent,
Restrictive,
Compulsory,
Single,
Copulative,
Disjunctive.

And make the
Estate where-
to they are
annexed
Void without, } Entry,
 } or
 } Voidable by } Claim.

Or tend to
make and en-
large, } Estates.
 } or
 } destroy or
 } Clogg

7. The Conclusion.

To the making of a good
Deed are required,

1. Legible and formal Writing in {
Papery or Parchment } before Sealing and Delivery.

Donors that are

2. Capable Persons not disabled by Law; as {
Monks, Brides, &c.

Persons attainted of {
Treason, Felony, Premunire. }
Infants, Madmen, Idiots, Femes Coverts, Aliens,
Deaf, blind, and dumb from Nativity.

Except in several special cases and things.

3. A thing to be granted and passed.

10 HENRY 2ND

4. By proper { 1. Grantor,
and { 2. Grantee,
Names and {
descriptions
of

In its own Nature,

which must
be grant-
able

3. Thing Granted,

and by him that grants it,

And is else
ther

5. True Reading or declaring to a blind or illiterate Person, if required.

To the ma-
king of a
good Deed
are requi-
red.

6. Sealing and Delivery
by the maker or his
Authority,

Absolutely and positively to, or to the use of the Party,

or

Conditional, and as an *Escrow* to another.

7. To an honest end, and not by unlawful Contract, or made by {
Force, or
Fraud.

8. Due Ceremony; as {

Attornment,

Livery of Seisin,

Insolment.

And is either



Of

Corporeal and Immoveable, as

Houses,
Lands,
Woods, &c.

And are grant-
able in

Fee,
Tail,
for Life,
Years, &c.

And assignable from man
to man.

IN THE COURT OF CHANCERY

Rents,
Services,
Advowsons,
Presentations,
Reversions,
Remainders,
Offices,
Licences,
Franchises,
Commons, &c.

Incorpo-
real, as

Whereof
some are

1. Grantable at their first Creation,
but not assignable after: as

2. Assignable always.
3. Intirely, but not in part.
4. Intirely, or in part.
5. To any Body.
6. But to special Persons.
7. Some things incident to others, not grantable without the things to which they are incident.

Great Offices of Trust,
Judicial Offices,
Licences,
Authorities, &c.

Or

Chattels, either

Real, as Leases for Years present, or to come, Extent, &c.
or
Personal, as Oxen, Horses, Plate, &c.

A Deed when well made, read, sealed and deli-
vered, may be void or voidable when got
by

Forces,

Or may be mar'd by
Corrupt agreement.


Rasure,
Interlining,
Addition,
Breaking the Seal,
Defacing,
Judgment of Court,
&c.

The Mysteries of Clerkship :
Containing the Forms of Settlement of Estates to uses,
with power to make *Foynitures, Leases, Grants, &c.*

The First Part.

C H A P. I.

*Some Observations taken out of our late Reports, and
Books touching the Law of Conveyances in general.*

1.  Bargaining and sells to B. a Man- *Fine joyn-*
nor &c. and Covenants to suffer *ed, with o-*
a Recovery, and levie a Fine for bet- *ther assu-*
ter assurance of the Mannor: and *rances ex-*
that all Estates, assurances and con- *tinguisheth*
veyances after to be made of the said Mannor, *not a con-*
should be to the uses in the said Indenture &c. And *dition.*

in the said Indenture there is a Proviso that B. (the Bargainee) shall do such an Act, &c. And it was resolved that this Proviso amounts to a condition in Law to defeat the whole Estate: and although A. and B. after levied a Fine to a third Person, in reference to the Covenant aforesaid, yet it was resolved, that the Fine did not extinguish the said condition, for it was as an assurance, and was to be guided by the Indenture: *Cook lib. 2. 72, 73.*
Lord Cromwells case. vide Dyer 157. pag. 28, 29, 30.

2. Also it was resolved in the said *Cromwells case, Several*
fo. 75. 2. that the said bargain and sale, and Reco- *conveyan-*
verie, and Fine, although made, suffered and levied *ces, &c.*
at several times, do make but one assurance in Law *do make*
of the Mannor, according to the same original bar- *but one as-*
gain and contract; and every of them tend to per- *surance in*
fect the said Bargain and Sale, and none of them to Law.
destroy any part of it, or to subvert the true intent
of the Parties: As, if a man makes a Lease for life of
Lands in several Counties, and first makes livery in one
County, and divers daies after maketh livery in a
nother County; yet the Rent reserved upon the
B Lease

Lease shall issue out of the Lands in both Counties, although the livery by which the estate passed, was made at several times: And therefore it might be objected, that presently upon the first livery the Rent should issue out of it: but the Law shall not judge by parcels in subverting of the intent and agreement of the Parties, but after all the Acts are done, in performance of the original contract and agreement of the Parties, the Law shall adjudge upon all, as executed at the same time. So if one make a deed of Feoffment, with warranty, and deliver the deed to the Feoffee, and after at another time maketh livery, *secundum formam Chartæ*, yet the warranty is good, although when the deed was delivered, no estate passed, to which the warranty might be annexed: yet notwithstanding, *praxis jurisprudentium* is to be observed, *Et qui rationem in omnibus quarunt, rationem subvertunt*: Cook l. 2. 75. 4.

Conveyances to be so construed that they may take effect.

3. A Conveyance shall have such construction that it may take effect: *ut res magis valeat quam pereat*. If Tenant for life, and he in Remainder or Reversion, joyn in a Feoffment by deed; each one of them passeth his estate, (*viz.*) the Lessee for life his estate by the livery, and the Fee-simple moveth or passeth from him in Remainder or Reversion: but if the Feoffment had been by Paroll, then it should have been the Feoffment of him in Remainder or Reversion, and a surrender of the Lessee for life, for otherwise nothing should pass by Paroll. Cook lib. 2. fol. 15.

Fine, works to corroborate a former estate and makes no discontinuance.

4. Tenant in Tail by deed inrolled, bargains and sells an house to another and his heirs: and after the Tenant in Tail levies a Fine with Proclamations to the Bargainee of the same house: Resolved, 1. That by the Indenture of bargain and sale inrolled, the Bargainee had an Estate descendible to his heirs, but it was determinable by the death of the Tenant in Tail. 2. Resolved, that the Fine here levied to the Bargainee doth not make a Discontinuance of the Remainder in Tail, nor doth any Estate of Free-hold pass by the Fine: but only the Fine with the

the Proclamations doth corroborate the Estate of the Bargainee, and the Stat. of 4 H. 7. chap. 24. and 32 H. 8. cap. 36. makes his Estate more perdurable, being (after the Fine) determinable only upon the death of Tenant in Tail without issue; but if the Fine had been levied before the bargain and sale inrolled, it had been a discontinuance; but in the case before it was not, because it operated only upon the Estate which passed precedent. *Cook lib. 10. fol. 96. Edward Seymors case.*

5. *Nota* a diversity when a man hath two wayes *Two wayes* to pass Lands, and both of them by the Common-*to pass an* law, and intends to pass them by one of those wayes: *Estate how* yet, *ut res magis valeat*, it shall pass by the other. As *taken* if a man be seized of two Acres of Land in Fee, and letteth one of them for Years, and makes a Charter of Feoffment of both, and maketh livery only of the Acre in possession, in the name of both; only the Acre in possession passeth: but if the lessee for years after doth attorne, then both shall pass: because he is by the common Law in the *Per* as to both: but, when a man may pass Lands either by the common Law, or by raising of a use and setting of it by the Statute, there in many cases it is otherwise: As, if the Father makes a Charter of Feoffment to the Son, and a letter of Attorney to make livery; if no livery be made, no use shall arise unto the Son, because then he should be in by the Statute in another degree, (*viz.*) in the *Post*: and the intention of the Parties is much in the raising of uses. *Cook upon Lit. 49. a.*

6. One sells unto another certain Lands by *Acts done* deed indented, upon condition of Reentry, upon non-*for further* payment of 20 £. and that all assurances shall then be *assurance* to him and his heirs: and Covenants to make other *rescued* assurances, and that they shall be to the use in the *the Origi-* Indenture: afterwards he makes a Feoffment to the *nal agree-* same bargainee, to the use of him and his heirs and *ments* afterwards levies a Fine to him, which was to the uses in the Indenture: and it was judged, that notwithstanding this absolute Feoffment, and to an express use; yet it being made upon no new agreement, it shall

shall be guided by the Covenant, so that the bargainee Estate continues conditional. *Crook lib. 1. fol. 300. pag. 14. Clever vers. Giles.* Acts done for further assurance upon covenants precedent, contained in the original agreement, shall have such construction as may fortify and not destroy the first agreement. As if a man bargain and sell Lands rendering rent, with condition of reëntrie &c. and covenants to make further assurances; and after he levies a Fine, or makes a Feoffment: none of these are construed to extinguish the rent, or condition, but to fortify only the Estate of the purchaser according to the first agreement. *Moore's Reports fol. 385.*

conveyance of record and enpays, how taken. 7. It seems a conveyance of record shall be taken strictly and not by intendment: as a conveyance in pais shall. Therefore a Mannor in reputation, which is not a Mannor in truth, will not pass by the name of a Mannor, in a Fine or common Recovery: otherwise in a conveyance. *Crook part 1. 524. p. 53.* yet a remainder may pass in a Fine by the name of a Reversion, *ibid. 594. p. 37.*

Several conveyances: how the Party shall be in. 8. Where an Indenture of bargain and sale is made, and after a Fine is levied of the same land to the bargainee, and after the deed is inrolled, the bargainee is in by the Fine, and not by the inrollment: and where a Reversion is bargained and sold by Indenture, and before inrollment, a Fine is levied by the Bargainor to the Bargainee, and after the deed is inrolled, yet the Bargainee must have an Attornment, because he is in by the Fine and not by the Bargain and sale. *Crook part 1. 917. p. 8.*

Grant to take effect as by possibility it may. 9. Where it is possible for a grant to take effect according to the Letter, there the Law makes such a construction, as by possibility it may take effect: as if Lands are given to two men, and the Heirs of their two Bodies, the Law makes them joynt-tenants for life, and gives them several Inheritances in Tail. *Cook upon Litt. 183. b. Stamford justice (arguendo) taketh three grounds for the construction of deeds, First, that it shall be taken most beneficially for the Party that taketh by them. Secondly, that the deed shall not be void, where the*

the words may be taken to any intent. *Thirdly*, that the words shall be construed according to the mind of the parties and not otherwise: *Plowden, Antient fol. 160. Throgmortons case.* Antient deeds shall be construed, as they were antiently taken; although the Law be since altered: *vide Crook pars 1. 633. p. 29.* 10. Some words are large and have a general exposition, and some have a proper and particular application: the former sort may contain the latter, as *dedi*, or *concessi*, may amount to a Grant, a Feoffment, a Gift, a Lease, a Release, a Confirmation, or Surrender &c. and it is in the Election of the Party to use them, to which of these purposes he will; but a Release, Confirmation, or Surrender &c. cannot amount to a Grant &c. nor a Surrender or a Confirmation, or to a Release &c. because they are proper and peculiar manner of conveyances, and are destined to a special end. *Coek sur Litt. 301. b.*

CHAP. II.

The several formes of setting forth the grounds or considerations of a Conveyance, or settlement of an Estate.

Witnesseth that the said *A. B.* as well for *money in part paid,* and in consideration of the summe of *and in part secured.* 100 l. of lawful monyes of *England* to him in hand paid before the enfealing and delivery hereof by the said *C. D.* the receipt whereof he the said *A. B.* doth hereby acknowledg; and thereof, and of every part and parcel thereof doth acquit and discharge the said *C. D.* his Heirs, Executors, and Administrators by these presents: As also for and in consideration of the summe of 500 l. more of like monyes, by the said *C. D.* secured to be paid unto the said *A. B.* his Executors and Administrators in manner and form following, viz. on the 20 day of *January* now next ensuing, the summe of 300 l. thereof, and on the first day of *March* then following the summe of 200 l. the residue of the said summe of 500 l.

The buying of an Estate tail, and enabling him to make a settlement or assurance.

2. whereas the said *A. B.* at the enfealing and delivery of these presents, is and standeth seiled of an Estate tail to him and the Heirs Males of his Body, with divers remainders over, of and in the Mannors, Messuages, Lands, and Tenements hereafter in these presents mentioned, Now witnesseth this present Indenture, that for and in consideration of the barring of the said Estate tail, and all the Remainders thereupon depending, and for the seiling of an absolute Estate in Fee-simple of inheritance, in the said *A. B.* whereby he may be enabled to make a good and perfect assurance to such Person or Persons and their Heirs, as have agreed, or hereafter shall agree with him the said *A. B.* to purchase the said Mannors, &c. [*A. B.* covenants not to suffer a Recovery] Or thus: That for the seiling of the Mannors, Lands, Tenements and Hereditaments hereafter in these presents mentioned to such use and uses, and in such manner and forme as hereafter are in these presents limited and expressed, and for the enabling of the said *A. B.* to make and grant Leases and Estates of and in the said Mannors, Lands and Premises in such manner and sort, and according to the power and authority to him hereafter in and by these Presents reserved, and for other good causes and considerations, &c.

Natural love, &c. preferment of children.

3. witnesseth that the said *A. B.* in consideration of the natural love and affection which he beareth unto *C. B.* his Son and Heir apparent, and for his advancement and present maintenance, and to the end that the Daughters of the said *A. B.* may have convenient Portions to maintain and prefer them in Marriage, and for the establishing of the Mannors, Lands, Tenements and Hereditaments hereafter mentioned, to such uses, intents and purposes as are hereafter limited and appointed, and for other good causes and considerations, &c. Or thus: In consideration of the great love and natural affection, which he the said *A. B.* beareth unto *C. B.* the natural sonne and heir apparent of the said *A. B.* and to the heires males of the body of the said *C. B.* and to the end, intent and purpose that the Man-

Settlement in the stock and blood, &c.

Mannors, Lands, Tenements and Hereditaments hereafter mentioned, shall and may continue in the stock, blood and kindred of the said *A. B. &c.*
 --- Or thus: As well for the advancement and preferment of the Heirs Males of the Body of the said *A. B.* lawfully to be begotten, and for the better advancement and preferment of *C. B. D. B. &c.* the natural Brothers of the said *A. B.* and to the end that the Mannors &c. hereafter mentioned may continue in the name, blood and kindred of the said *A. B.* so long as it shall please God, as for divers other good causes and considerations &c.

4. *whereas* the said *A. Lord B.* is and standeth *Another* seized in possession, reversion and remainder, *of form more* some Estate of inheritance of and in divers and *large.* sundry Honors, Castles, Mannors, Lordships, Messuages, Parks, Chases, Lands, Tenements, Advowsons, Liberties, Franchises, and Hereditaments, all which or the most part thereof have for a long time remained and continued in the Name and Blood of the said Lord *B.* and in regard the said Lord *B.* is desirous and intendeth to establish and settle all the said Honours, Mannors &c. to such intents and purposes as that the same may remain in the Name, Blood and Kindred of the said Lord *B.* according to the uses hereafter thereof expressed and declared, for the better advancement of the House, Honour, and Blood of the said Lord *B.* so long as it shall please God to permit the same: and out of the Fatherly love and affection which he beareth unto *Sr. T. B. Knight,* his Son and Heir apparent: and for the preferment, advancement and maintenance of the Lady *E. B.* now the Wife of *Joynture.* the said Lord *B.* and for her joynture in case she shall happen to overlive the said Lord *B.* and for *Settlement* divers other good causes and considerations, &c. *on collate-*

5. *Witnesseth,* that for divers good causes and *val Heirs,* considerations, him the said *A. B.* hereunto moving, and especially for that the said *A. B.* and *C. B.* his Wife have been married these many years, and have had no issue of their Bodies: and to the end that in case the said *A. B.* should die without issue of his

Body lawfully begotten, the Capital Messuage, Lands, and Tenements hereafter mentioned shall and may, so long as it shall please God, remain and continue in the Blood and Kindred of the said *A. B.* and for the natural love which he beareth unto &c. [naming his Brothers or Sisters] and for divers other good causes and considerations, &c.

A marriage to be had, and settled of a joyn-ture.

6. WHEREAS there is a marriage by the grace of God to be shortly had and solemnized between the said *C. B.* Son and Heir apparent of the said *A. B.* and *A. D.* the Daughter of the said *C. D.* witnesseth that the said *A. B.* in consideration of the said Marriage, and of the Summ of 800 l. of good and lawfull money of England to him in hand paid, as the Marriage Portion of the said *A. D.* by the said *C. D.* her Father, and for the Natural love and affection which the said *A. B.* beareth unto the said *C. B.* and to the end, intent and purpose that a competent joyn-ture may be had, and made unto the said *A. D.* for the better maintenance, livelyhood and advancement of the said *A. D.* in case she shall happen to survive and overlive the said *C. B.* and in full recompence and satisfaction of all the Dower and Title of Dower which she the said *A. D.* by or after the death of the said *C. B.* shall or may have to any the Mannors, Lands, Tenements or Hereditaments whereof the said *C. B.* shall during the coverture between him and the said *A. D.* be seized of any Estate of Inheritance, and for the advancement of the Name and Blood of the said *C. B.* and for and towards a provision of Maintenance to be had and made unto, and for the said *C. B.* and *A. D.* during the natural lives of the said *A. B.* and *E.* his wife, &c.

A marriage already had, and for a joyn-ture, &c.

7. WITNESSETH, that for and in consideration of the natural love and affection which the said *A. B.* beareth unto the said *C. B.* his eldest Son and Heir apparent, and other his Sons hereafter named, and for the advancement of the Name and Blood of the said *A. B.* and also in consideration of a Marriage heretofore had and solemnized between the said *C. B.* and *D. B.* now Wife of the said *C. B.* and of the

the Sum of 1000 *l.* to the said *A. B.* by *W. D.* Father of the said *D. B.* well and truly contented and paid as the marriage portion of the said *D. B.* and to the end and intent that a competent and convenient joynture and estate may be had, made and provided for the said *D. B.* for term of her life, (in case she shall happen to survive the said *C. B.*) in recompence and satisfaction of all the Dower, and Title of Dower, which the said *D. B.* by or after the death of the said *C. B.* hath or shall, or may have in or to any of the Mannors, Messuages, Lands, Tenements or Hereditaments, whereof the said *C. B.* is, or during the Coverture between him and the said *D. B.* shall be seized of any Estate of Inheritance, and for other good causes and considerations, &c.

8. Witneseth, that in consideration of a Marriage heretofore had between the said *A. B.* and *F. B.* his now Wife, and of the good will and affection which the said *A. B.* beareth unto the said *F. B.* and for the true performance of such promises and agreements had and made, by the said *A. B.* upon the marriage between the said *A. B.* and the said *F. B.* had as aforesaid, and for a joynture &c. and to the end and intent and purpose that the Lands, Tenements, and Hereditaments of the said *A. B.* hereafter mentioned, may come and continue to and in the issue of the said *A. B.* and *F.* in such sort Manner and Forme as hereafter is in these presents expressed mentioned and declared, and for other good causes, &c.

9. Whereas, the said *A. B.* is now lawfully seized in his demesne as of Fee, of and in a Messuage, Tenement and Lands, with the Appurtenances situate, lying and being &c. of the yearly value of 250 *l. per annum*, of lawful moneys of England. And whereas the said *A. B.* is indebted, and doth owe unto divers Persons several Summes of Money, amounting in the whole to 1000 *l.* of like moneys being particularly mentioned in a Schedule hereunto annexed, which summes the said *A. B.* is not at present able to pay, and yet minding and intending to

An other in relation to former agreements

Payment of debts.

to make payment thereof, with such speed as it may be : in consideration whereof, and for asmuch as the said *C. D.* hath undertaken out of the Rents, issues and profits arising out and from the said Messuage, Lands, and Premises, to pay and satisfy the debts owing by the said *A. B.* rateably to his Creditors, according to their several debts, as the same shall be yearly raised, out of the said yearly Rents, Issues, and Profits Now Witnesseth &c.

CHAP. III.

Containing several Covenants.

To levie a Fine Sur cogniz. de droit come ceo. Per Baron & feme.

1. **T**his Indenture &c. between *A. B.* and *E.* his Wife on the one part, and *C. D.* and *G. H.* of the other part witnesseth, that it is Covenanted, Granted, Concluded and Agreed, by and between the said Parties to these presents. And the said *A. B.* for himself, his Heirs, Executors, and Administrators, and for the said *E.* his wife doth covenant, grant, and agree, to, and with the said *C. D.* and *G. H.* their Heirs, Executors, and Administrators by these presents, That they the said *A. B.* and *E.* his wife shall, and will before the end of the Terme of *St. Michael* the Archangel next ensuing, the Date hereof by one Fine with Proclamations in due form of Law, to be levied before the Justices of our Sovereign Lord the King, of his Majesties Court of Common Pleas at *Westminster*, † Between the said *C. D.* and *G. H.* Plaintiffs, and the said *A. B.* and *E.* his wife Deforciantes, Recognize and acknowledge, All that the Mannor of &c. and all other the Lands, Tenements, and Hereditaments, lying and being in the Parish of *B.* in the County of *C.* in which the said *A. B.* and the said *E.* his wife, or either of them, have, or heretofore had any Estate, or Inheritance in Possession, Reversion, or Remainder, with all and singular the Appurtenances thereof by some Name or Names, and Contents, and Numbers of Acres

† Or before any other Person or Persons sufficiently, authorized in that behalfe [which is sometimes added.]

Acres in the said Fine to be contained to be the Right of the said *C. D.* as those which the said *C. D.* and *G. H.* have of the Gift of the said *A. B.* and *E.* his wife, and the same shall thereby remise, and quit-
 claime from them the said *A. B.* and *E.* his wife, and their Heirs to the said *C. D.* and *G. H.* and the Heirs of the said *C. D.* for ever : And moreover, shall by the said Fine, warrant the said Mannor and Premises, with the Appurtenances unto the said *C. D.* and *G. H.* and the Heirs of the said *C. D.* against them the said *A. B.* and *E.* his wife, and the Heirs of the said *A. B.* *Another more brief.*
 for ever.

1. *This Indenture, &c.* Between *A. B.* and *E.* his wife, on the one part, and *C. D.* of *&c.* on the other part. Witnesseth, That it is covenanted, granted, concluded, and agreed by, and between the said parties to these presents. And the said *A. B.* for himself, his Heirs, Executors, and Administrators; and for the said *E.* his wife, doth covenant and grant to, and with the said *C. D.* his Heirs, Executors, and Administrators, that he the said *A. B.* and *E.* his wife, shall & Will on this side, and before the Feast of *&c.* next ensuing, the Date of these presents, or before the Justices of our Sovereign Lord the King, of his Majesties Court of *Common Pleas* at *Westminster*; acknowledg, and levie one *Fine sur cognizance de droit come ceo que il ad de lour done, &c.* with Proclamations, according to the forme of the Statute in such Case had and provided, to the said *C. D.* of all that Messuage or Tenement, and Lands, *&c.* by such Name and Names, Qualities, Quantities, and Numbers of Acres, as by the said *C. D.* or his Counsel learned in the Law, shall be reasonably devised, advised, or required.

2. *This Indenture made, &c.* Between *A. B.* of *&c.* on the first part, *C. D.* of *&c.* on the second part : *E. F.* of *&c.* on the third part : and *G. H.* of *&c.* on the fourth part : Whereas the said *A. B.* is seized in his Demesne as of Fee, of, and in one parcel of Pasture ground, called, or known by the Name of *D.* lying, and being in the Parish of *F.* in the County aforesaid, containing by Estimation twenty *Another by several persons severally interested.*
 twenty

twenty Acres or thereabouts, which he lately purchased of one *J. R.* of *&c.* And whereas the said *C. D.* is likewise seized in his Demesne as of Fee, of and in one Messuage or Tenement, with the Appurtenances, and a certain parcel of Meadow grounds lying neer thereunto; containing by Estimation six Acres or thereabouts, lying, and being in *F.* aforesaid, which he lately purchased of one *L. M.* of *&c.* And whereas the said *E. F.* is likewise seized in his Demesne as of Fee, of and in one Messuage or Tenement, with the Appurtenances lying, and being in *F.* aforesaid, and a certain Close, or parcel of Pasture ground thereunto belonging, and adjoining, containing by Estimation Ten Acres or thereabouts, which he the said *E. F.* lately purchased of one *R. S.* of *&c.* And they the said *A. B. C. D.* and *E. F.*, being of the said Premises so severally seized as aforesaid. Now witnesseth these presents, that it is covenanted, concluded, and agreed by, and between all the said Parties to these presents; That they the said *A. B. C. D.* and *E. F.* shall on this side, and before the Feast of *&c.* next ensuing, the Date hereof, in due form of Law, levie, and acknowledg, one *Fine* *sur cognizance de droit come ceo &c.* with Proclamations according to the Statute in that Case made and provided, before the Justices of our Sovereign Lord the King, of his Majesties Court of *Common Pleas* at *Westminster*; to the said *G. H.* and his Heirs, of all and singular, the Premises, with the Appurtenances, by the Name or Names of *&c.* And that the said Fine so to be levied, shall be, and envre, and shall be deemed, construed, and taken to be, and envre, and the said *G. H.* and his Heirs, shall by vertue thereof stand, and be seized of, and in all, and singular, the said Premises, with their, and every of their Appurtenances to the several uses hereafter mentioned and declared, and in manner and form following: That is to say of, and in the said parcel of Pasture Land, called or known by the Name of *D.*, with the Appurtenances thereof to the only use and behoofe of the said *A. B.* and his Heirs; and of, in, and to the said Messuage or Tenement, with the

Ap-

The Uses.

Appurtenances, and parcel of Medow grounds, to the only use and behoofe of the said *C. D.* and his Heirs, &c. [and so for the rest.]

4. *This* Indenture made, &c. Between *A. B.* To levie a
of the one part, and *C. D.* and *E. F.* of &c. on the *Fine in the*
other part: Witnesseth, That it is covenanted, *County of*
granted, concluded, and agreed by, and between all *Lancaster.*
and every the parties to these presents. And the said
A. B. for himself, his Heirs, Executors, and Ad-
ministrators, doth covenant, grant, and agree to,
and with the said *C. D.* and *E. F.* and either of
them; their, or either of their Heirs, Executors,
and Administrators by these presents; that he the
said *A. B.* shall, and will at the next Assizes, or gene-
ral great Sessions for Pleas, to be holden at *Lanca-*
ster, before the Justice or Justices of our Sovereign
Lord the King, there for the time being, levie, and
acknowledg one Fine *Sur cognizance de droit come ceo*,
&c. with Proclamations thereupon to be had in due
form of Law, unto the said *C. D.* and *E. F.* and
their Heirs of, and in all, and singular thole Several
Messuages or Tenements, &c. by the name of three
Messuages, two Gardens, two Acres of Land, twenty
Acres of Meadow, and fourty Acres of Pasture;
with the Appurtenances in *B.* in the County of *Lan-*
caster aforesaid, &c.

5. *This* Indenture made, &c. Between *A. B.* on To levie
the one part, and *C. D.* on the other part. Wit- *Fines in*
nesseth; That the said *A. B.* for divers good causes, *the Coun-*
and considerations, him hereunto moving; hath *ties of*
covenanted, granted, and agreed, and by these pre- *Chester*
sents; doth for him, his Heirs, Executors, and Ad- *and Lan-*
ministrators, covenant, grant, and agree to, and *caster.*
with the said *C. D.* his Heirs, Executors, and Ad-
ministrators by these presents; That he the said *A. B.*
shall, and will before the Feast of &c. next ensuing,
the Date of these presents, in due form of Law, ac-
knowledg, and levie two or more Fines *sur cognizance*
de droit come ceo, &c. with proclamations within the
Counties Palatine of *Chester* and *Lancaster*, before
the Kings Majesties Justices of Assize, or before some
other Person or Persons in that behalf, lawfully, and
sufficiently

sufficiently authorized unto him the said *C. D.* and his Heirs, of all that &c. [The one part being in the County of *Chester*, the other in the County of *Lancaster*] by such Name or Names, Qualities, Quantities, and Numbers of Acres, as by the said *C. D.* or his Counsel Learned in the Law shall be reasonably advised, or required, &c.

*To levie a
Fine in a
Court of
Ancient
Demesne.*

6. *This Indenture, &c.* Between *A. B.* of the one part; and *C. D.* of the other part. Whereas the said *A. B.* is the Day of the Date of these presents, lawfully seized of an Estate of Inheritance to him, and the Heirs Males of his body, of, and in divers Messuages, Lands, Tenements, and Hereditaments, within the Liberty of *H.* at *B.* in the County of *E.* hereafter in these presents particularly mentioned. Now witnesseth these presents, that the said *A. B.* for divers good Causes and Considerations him hereunto especially moving, and for the settling &c. doth for himself, and his Heirs, covenant, grant, and agree to, and with the said *C. D.* his Heirs, Executors, and Administrators by these presents: That he the said *A. B.* at his own proper Cost and Charges; shall, and will in due form of Law, before the Feast of &c. next ensuing, the Date of these presents, acknowledg, and levie one Fine in the Court of Ancient Demesne, within the said Liberty of *H.* at *B.* according to the course and common usage for levying of Fines for Lands, and Hereditaments within the said Liberty, unto the said *C. D.* of all those Messuages, Lands &c. by the Name of three Messuages, three Gardens, fourty Acres of Land, &c. in *H.* at *B.* aforesaid, or by such other Name or Names as shall be thought meet, &c.

*To levie a
Fine with
a Render
of an E-
state for
Years.*

7. *This Indenture, &c.* Between *A. B.* and *E.* his wife on the one part; and *C. D.* on the other part: Witnesseth, That for divers good causes and considerations; it is covenanted, granted, concluded, and agreed by, and between the said Parties to these presents, for them, their Heirs, Executors, and Administrators; that before the end of *Trinity* Term now next ensuing, at the Cost and Charges of the
fai

said *C. D.* his Executors, and Administrators; one Fine, with Proclamations in due form of Law, shall be levied, and acknowledged between the said Parties to these presents, in manner and form following; of one Messuage, with the Appurtenances in the Parish of *&c.* and two other Messuages &c. in, and by which said Fine, the said *C. D.* shall remise, release, and quitclame from the said *C. D.* and his Heirs, unto the said *A. B.* and *E.* his wife; and the Heirs of the said *A. B.* all his Right, Title, Estate, and Interest of, in, and to the aforesaid Messuages, and other the Premises, with the Appurtenances; for which Remise, Release, and Quitclame, the said *A. B.* and *E.* his wife, shall by the said Fine, Render the said *The Ren-* Messuages, and Premises, with the Appurtenances unto *der.* the said *C. D.* his Executors, Administrators, and Assigns; to have, and to hold the same, unto the said *C. D.* his Executors, Administrators, and Assignes from the Feast of the Nativity of St. *John* the Baptist next ensuing, the Date hereof, for during, and until the full end and term of One and Twenty years, from thence next ensuing, and fully to be compleate and ended: Yielding, and paying therefore yearly, and every year unto the said *A. B.* and *E.* his wife, their Heirs, Executors, and Assigns respectively, during the said term, the yearly Rent, or Sum of Five pounds of lawful Moneys of *England*, at Four the most usual Feasts in the year; that is to say, *&c.* or within thirty Days after either of the said Feasts: [with Several Covenants to be added, as is usual in Leases.]

8. *This* Indenture, *&c.* Between *A. B.* and *E.* *Another* his wife on the one part, and *C. D.* on the other *with a* part: Witnesseth, That for divers good Causes and *Render of* Considerations; it is covenanted, granted, concluded, and agreed by, and between the said parties to these presents, for them, their Heirs, Executors, and Administrators; that before the end of *Trinity* Term now next coming, at the Cost and Charges of the said *C. D.* his Executors, and Administrators; One Fine, with Proclamations in due form of Law, shall be levied of certain Messuages, *&c.* levied, and acknow-

*The Ren-
der.*

*Clause of
Distress.*

acknowledged by, and between the said parties to these presents, by the Names of &c. in, and by which said Fine, the said C. D. shall remise, release, and quitclame from the said C. D. and his Heirs, unto the said A. B. and E. his wife, and the Heirs of the said A. B. all his Right, Title, Estate, and Interest of, in, and to the aforesaid Messuages, and other the Premises, with the Appurtenances; For which Remise, Release, and Quitclaim, the said A. B. and E. his wife, shall by the said Fine, grant, and render unto the said C. D. his Executors, Administrators, and Assigns, one Annuity or yearly Rent of Twenty pounds *per annum*, of good and lawful Moneys of England, to be issuing, and going out of the aforesaid Messuages and Premises, with the Appurtenances; to have, hold, receive, and enjoy the said Annuity of Twenty pounds *per annum*, and every part and parcel thereof unto the said C. D. his Executors, Administrators, and Assigns; from the Feast of &c. next ensuing, the Date hereof unto the full end and term of One and thirty years, from thence next ensuing, and fully to be compleat and ended, at the Feast of St. Michael the Archangel, and the Annunciation of St. Mary the blessed Virgin, by even and equal portions, yearly to be paid during the term aforesaid: And if it shall happen the said yearly Rent of Twenty pounds, or any part thereof to be behind or unpaid, in part, or in all, by the space of twenty Dayes, after either of the said Feasts or Dayes of payment, being lawfully demanded; that then, and from thenceforth, it shall, and may be lawful to, and for the said C. D. his Executors, Administrators, and Assigns, into the said Messuages and Premises, and every part and parcel thereof to enter, and distrain; and the Distress, and Distresses there to be found, and taken, lawfully to lead, bear, drive, and carry away, and the same to detain and keep, until he the said C. D. his Executors, Administrators, and Assigns, shall be fully paid and satisfied the said Annuity, or yearly Rent, and all, and every the Areres thereof, &c.

9. This

9. **This Indenture, &c.** Between *A. B.* and *E.* To leave his Wife on the one part, and *C. D.* on the other a *Fine Sur* part: Witnesseth, That the said *A. B.* for divers *concessit.* good causes and considerations him hereunto moving; doth for him, his Heirs, Executors, and Administrators, and for the said *E.* his wife, covenant and grant to, and with the said *C. D.* his Executors, and Administrators by these presents: That he the said *A. B.* and *E.* his wife; shall, and will before the end of this present Term of St. *Hillary,* leave one *Fine Sur concessit,* with Proclamations in due form of Law, before his Majesties Justices of the *Common Pleas Court at Westminster,* in the County of *Midds,* unto the said *C. D.* of all the Mannors, &c. and the Reversion and Reversions, Remainder and Remainders of all, and singler the premises and of every part and parcel thereof: And all Rent and Rents, and yearly services, and other profits whatsoever reserved and payable upon every demise and demises, Leases, Grants, and Conveyancies whatsoever; made and granted of the premises, or any part or parcell thereof, by such name and names, quantities and qualities, as shall be thought meet and requisite; and shall thereby grant the said Mannor and premises, with the Appurtenances unto the said *C. D.* to have, and to hold the same, unto the said *C. D.* his Executors, Administrators, and Assigns from the Feast of *&c.* next, ensuing the Date hereof, unto the full end and term of 70 years from thence next ensuing, and fully to be compleat and ended: Rendring therefore yearly, unto the said *A. B.* and his Heirs, the yearly Rent of one Pepper Corn at *&c.* if the same shall lawfully demanded.

10. **This Indenture, &c.** Between *A. B.* and *E.* To sue his wife of the first part, *C. D.* and *E. F.* of the second part, and *G. H.* on the third Part: Witnesseth these presents, that it is mutually and respectively covenanted and concluded by, and between the said Parties to these presents: And the said *A. B.* doth for himself, his Heirs, Executors, and Administrators

*Tenant to
the precipe
made by
Fine.*

ministrators, and for the said *E.* his wife, covenant and agree to, and with the said *G. H.* his Heirs; Executors, and Administrators, by these presents: That he the said *A. H.* and *E.* his wife, shall and will on this lide, and before the Feast of, &c. now next ensuing, leavy and acknowledg oie Fine sur cognizance, *de droit come cco que ils ont de leur done &c.* in due form of Law, with Proclamations to be had and made, according to the common course of Fines in such cases used; and the Statute in that behalf made, and provided, before the Justices of our Sovereign Lord the King, of his Majesties Court of *Common Pleas* at *Westmynster*, [or before some other competent person or persons thereunto lawfully and sufficiently authorized,] to the said *C. D.* and *E. F.* and their Heirs, of all that the Mannor of *S.* in the County of *B.* and of all Messuages, Lands, Tenements, and Hereditaments whatsoever, which are or are reputed, part or partol of the said Mannor, or belonging, or appertaining thereunto; by such name or names, quantities, qualities, contents, and numbers of Acres, and in such manner and form, as by the said *G. H.* his Heirs or Assigns; or his, or their Council learned in the Law, shall be reasonably devised, advised, or required; which said Fine so, or in any other manner to be levied and acknowledged between the said Parties; shall be, and shall be construed, reputed, and taked to be, to and for the use of the said *C. D.* and *E. F.* and their Heirs; to the only end, intent, and purpose, that the said *C. D.* and *E. F.* shall, and may stand, and be full and perfect Tenents of the Freehold of the said Mannor, Messuages, Lands, and Premises, and every part thereof: Whereof the said Fine is agreed to be leavyed as aforesaid, until a perfect common Recovery; shall and may be lawfully had, and executed of the said Mannor, Messuages, Lands, and Premises, against the said *C. D.* and *E. F.* and their Heirs, according to the true intent and meaning, of these presents, and the Parties thereunto.

11. And it is further covenanted, concluded, To suffer a and agreed by, and between all the said Parties, Recovery to these presents; and every of them their, and upon a every of their Heirs: That they the said C. D. writ of en- and E. F. shall and will permit, and suffer the try en le said G. H. before the Feast of *&c.* next ensuing, post, the Date hereof by Writ or Writs of entry, *Sur disseisin en le post* to be sued forth, and obtained out of the Kings Majesties High Court of Chancery, and returnable before the Justices of our said Sovereign Lord the King, of the Court of Common Pleas at Westminster, in the name of the said G. H. demandant, against the said C. D. and E. F. being Tenents, to recover to them, and their Heirs in due form of Law, according to the usual form of common Recoveries for assuring of Lands, Tenements, and Hereditaments, against the said C. D. and E. F. and the survivor of them, then Tenant or Tenents of the premises: All and every the said Mannor, Lands, and Premises withal and singular their, and every of their Appurtenances, by some name or names in the said Writ and Recovery to be contained; [or thus, by such name of names, and under such number and contents of Acres; and in such manner and form as shall be advised by the Council of the said G. H.] unto which said Writ of entry, *Sur disseisin en le post*, so to be brought as aforesaid, the said C. D. and E. F. shall appear gratis, And then, and immediately after appearance and defence made, shall and will in the said action, vouch to warranty the said A. B. and E. his wife, who shall likewise appear gratis, and vouch to warranty the common Vouchee, who shall also appear, imparle, and make default, whereby a perfect Judgment may be had and given against the said C. D. and E. F. and for the said C. D. and E. F. to recover against the said A. B. and E. his wife; and for the said A. B. and E. his wife, to recover in value against the common Vouchee: So that a good and perfect Recovery may be had with double Voucher, and execution be had and made thereof, *&c.*

An other 12. *This Indenture, &c.* Between *A. B.* of the
with don- first part; *C. D.* of the second part, and *G. H.* of
ble Vouch- of the third part: Witnesseth, that for divers good
er (the Te- causes and considerations, &c. It is covenanted,
ment of the granted, and agreed by, and between the said
preceipe, be- Parties to these presents, in manner and form fol-
ing before lowing: That the said *G. H.* shall on this side, and
made by before the Feast of &c. next ensuing the Date of
Deed, &c.) these presents, purchase and sue forth out of the
vide Sect. High Court of Chancery, one original Writ of en-
 13.

try, *sur disseisin en le post*; against the said *C. D.*
 returnable before the Justices of his Majesties Court
 of *Common Pleas at Westminster*, at a Time cer-
 tain in the said Writ to be mentioned: And by
 the said Writ, shall demand against the said *C. D.*
 all that the Messuage, and Lands, &c. [Setting
 forth the particulars, and where they lye:] By
 such names, qualities, and numbers of Acres; as by
 the said *G. H.* and his Council Learned in the
 Law, shall be devised, advised, or required: Un-
 to which said Writ. the said *C. D.* shall appear
grath, and take upon him the Tenancy of all and eve-
 ry the said Messuage, Lands, and other the Pre-
 mises, with the Appurtenances, and shall vouch
 to warranty the said *A. B.* who shall appear *grath*,
 and vouch to warranty the common Vouchee,
 who shall likewise appear *grath*, and enter into the
 warranty, and after imparle and make default
 in contempt of the Court, so that Judgment
 shall be given that the said *G. H.* shall recover
 the said Messuages, Lands, and Premises in the
 said Writ to be contained, against the said *C. D.*
 and that the said *C. D.* shall recover over in va-
 lue against the said common Vouchee: And that
 execution of the said Recovery so to be had, shall
 be made according to the form of common Re-
 coveries in such cases used and accustomed. And
 that the said *G. H. C. D.* and *A. B.* and the said
 common Vouchee, and every of them shall and will
 do execute perform and suffer; all and every such
 Act and Acts, thing and things whatsoever, as
 shall

as shall be necessary and expedient for the prosecution of the said Recovery, and the execution thereof; according to the form and Order of common Recoveries, with double Vouchers in such cases used, &c.

13. *This Indenture, &c.* Between *A. B.* of *To make a* the one part, and *C. D.* of the other part: Wit- *Tenant to a* nesseseth, That the said *A. B.* for and in considera- *Precipe by* tion of *ss.* of lawful Money of England, to him *barg. &* in hand paid before the sealing and delivery *sale,* hereof by the said *C. D.* the receipt whereof the said *A. B.* doth acknowledg: And to the end and purpose that the said *C. D.* may be made a perfect Tenant to a Precipe, against whom a common Recovery may be had of the Mannor, and Lands hereafter mentioned: Hath granted, bargained, and sold, and by these presents, doth for him and his Heirs, grant, bargain, and sell unto the said *C. D.* and his Heirs, all that the said Mannor, &c. To have and to hold the said Mannor, Lands, and Premises, and every part or parcel thereof, unto him the said *C. D.* his Heirs, and Assigns for ever; to the only use and behoof of the said *C. D.* his Heirs and Assigns for evermore.

14. *This Indenture, &c.* Between *A. B.* of *To suffer* the first part, *C. D.* of the second part, and *E. & F.* on the third part: Whereas, the said *A. B.* *ry, with* hath by his Indenture of bargain and sale bearing *the recital* Date, the &c. last past before the Date hereof, *of the said* for the consideration therein exprest, granted, bar- *former* gained, and sold unto the said *C. D.* and his Heirs; *deed; with* all that the Mannor, &c. [to the end of the *Haben-* *double* *dum,*] which said bargain and sale was made to *Voucher.* him the said *C. D.* and his Heirs, to and for the only use intent and purpose, that the said *C. D.* should be sole Tenant of the Premises to a Precipe; against whom the Recovery hereafter mentioned might be had in manner and form following. Now Witnesseth this present Indenture, And it is covenanted, concluded, and agreed by,

and between all the said Parties; to these presents; for the themselves respectively and their Heirs: That before the end of the Term of the Holy Trinity next ensuing, the Date hereof there shall be at the only cost and charges of the said E. F. one Recovery in the nature of a common Recovery for Lands, Tenements, and Hereditaments, in such cases used and accustomed, had, and executed of the said Mannor, &c. in his Majesties Court of Common Pleas usually held at Westminster, by and in the name of the said E. F. demandant against the said C. D. Tenant of the said Mannor, &c. with the appurtenances, who shall vouch to warranty the said A. B. who being vouched, shall appear *gratis*; and vouch to warranty the common Vouchee, who shall appear *gratis*; and shall enter into the warranty, and afterwards make default, to the end that a perfect common Recovery, shall and may be of the said Mannor, Messuages, and Lands, with the Appurtenances had and prosecuted in all things, according to the usual order and form of common Recoveries, for assurance of Lands, Tenements, and Hereditaments, in such cases used and accustomed.

To suffer a 15. This Indenture, &c. Between A. B. of Recovery the first part, C. D. of the second part, and E. of Lands, F. of the third part: Witnesseth, That it is covenanted, granted, and concluded by, and between the said Parties, to these presents, in manner and form following: That is to say, that the said C. D. shall before the Feast of &c. now next ensuing, the Date hereof suffer the said E. F. to pursue three of the Kings Majesties Writs of entry, *sur disseisin en le pozt*, against the said C. D. before his Majesties Justices of the Common Pleas at Westminster: By one of which said Writs of entry, the said E. F. shall demand against the said C. D. all that Mannor, &c. in the County of M. And by one other of the said Writs, the said E. F. shall demand against the said C. D. one Messuage or Tenement, with the Appurtenances, lying and

and being in *C.* in the County of *S.* and by the third Writ of entry, the said *E. F.* shall demand against the said *C. D.* All that Capital Messuage, &c. situate lying and being in *B.* in the County of *H.* By which three several Writs the said Mannor, and several Messuages, and Lands aforesaid, in them respectively to be contained, shall be demanded as aforesaid, by such name and names, quantities, qualities, and numbers of Acres, as by the said *E. F.* or his Council Learned in the Law shall be thought fit. Unto which said several Writs, the said *C. D.* shall appear *gratis*, and after such appearance and defence by him made, thereto shall vouch to warranty the said *A. B.* who shall likewise appear *gratis* and vouch over to warranty the common Vouchee, who shall likewise appear *gratis*, and enter into the warranty and after imparle and make default; whereupon the said *E. F.* shall have Judgment to Recover the said several Mannor, Messuages, Lands, and Tenements before mentioned; against the said *C. D.* and that the said *C. D.* shall recover over in value against the said *A. B.* and that the said *A. B.* shall have Judgment to recover over in value against the common Vouchee: And it is likewise concluded, and fully agreed by, and between the said Parties to these presents; that the said *C. D.* London, shall likewise suffer the said *E. F.* to pursue the Kings Majesties Writ of Right Patene, against the said *C. D.* to be returnable and returned before the Major and Sheriffs of the City of London, in the Court of the *Hustings* of the said City, by which Writ of Right the said *E. F.* shall demand against the said *C. D.* All those several Messuages, lying, and being in &c. within the said City, by the name of three Messuages, and two Gardens, with the Appurtenances of them and every of them in the Parish of *St. H.* within the said City. And that at the day of the return of the said Writ the said *C. D.* shall appear thereunto, and after defence made shall vouch to warrant the

An other Writ for by Writ of Right Pa-

said *A. B.* who shall likewise appear and enter into the warranty, and shall vouch to warranty the common Vouchee; who shall likewise appear imparle and make default, and depart in despite; whereby the said *E. F.* shall have Judgment, according to the Laws and Customs of the said City, to recover the said three Messuages, and two Gardens, against the said *C. D.* and for the said *C. D.* to recover in value against the said *A. B.* and for the said *A. B.* to recover in value against the said common Vouchee.

*To suffer a
Recovery
with single
Voucher.*

16. *This Indenture, &c. Between A. B. of the one part, and C. D. of the other part: Witnesseth, That it is covenanted, granted, concluded, and agreed by, and between the said Parties to these presents; that the said C. D. shall before the Feast of &c. purchase and sue forth against him the said A. B. at the proper cost and charges of the said C. D. one original Writ of entry, sur disseisin en le poſt, returnable before his Majesties Justices of the Court of Common Pleas at Westminster; and shall thereby demand against the said A. B. all that the Messuage, Lands, &c. by such name or names, quantities and numbers of Acres, as the said C. D. or his Council shall advise or require: Unto which said Writ to be purchased, the said A. B. shall appear gratis, and shall vouch to warranty the common Vouchee, who shall likewise appear gratis, and enter into the warranty and imparle and make default, that thereupon Judgment may be given that the said C. D. shall recover the said Messuage, Lands, and Premises, with the Appurtenances against the said A. B. and that the said A. B. shall recover in value against the common Vouchee, so that a perfect Recovery may be thereupon had: And that the said Parties to these presents, and the said common Vouchee, shall at the cost and charges in the Law of the said C. D. make, do, suffer and execute, all and every matter and thing, matters and things whatsoever,*

soever, meet necessary and expedient for the prosecution of the said Recovery, according to the Course of Common Recoveries with single Voucher, &c.

17. **This Indenture, &c.** Between *A. B.* on the one part, and *C. D.* of the other part: Witnesseth, that it is covenanted, concluded, and agreed by, and between the said Parties: so these presents, for them and their Heirs; that before the end of the Term of the Holy Trinity, next ensuing the Date hereof; there shall be at the only cost and charges of the said *C. D.* one Recovery with single Voucher, in the nature of common Recoveries for Lands, Tenements, and Hereditaments, in such Cases used and accustomed, had and executed in his Majesties Court of Common Pleas usually holden at *Westminster*, of all that Mannor, &c. against the said *A. B.* Tenent of the said Mannor, and Premises, with the Appurtenances, who therein shall vouch to warranty the common Vouchee, who thereupon shall appear gratis, and enter into the warranty, and afterwards make default, to the end that one perfect Recovery shall and may be of the said Mannor, Messuages, and Lands, with the Appurtenances had and prosecuted in all things, according to the usual order and form of common Recoveries for assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed, &c.

*An other
with single
Voucher
more brief.*

14. **This Indenture, &c.** Between *A. B.* and *E.* his wife of the one part, and *C. D.* of the other part: Witnesseth, that the said *A. B.* for divers good causes and considerations him hereunto moving, doth for him, his Heirs, Executors, and Administrators, covenant and grant, to and with the said *C. D.* his Heirs and assigns by these presents; That he the said *A. B.* and *E.* his wife, shall and will permit and suffer the said *C. D.* to prosecute one Writ of entry, *sur disseisin en le post*, against them the said *A. B.* and *E.* his wife, of and for all that Mannor, &c. with their and every of

*An other
with single
Voucher, by
a man and
his Wife.*

of their Appurtenances, by such name or names, quantities, and numbers of acres, and in such sort, manner, and form, as by the said C. D. or his Council learned in the Law, shall be reasonably devised, advised, or required: The which said Writ of entry so as aforesaid, or in any other manner to be brought shall be returnable in such Court or Courts, and before such Judges or Justices, as the said C. D. or his Council learned in the Law, shall advise or direct before the end of Michaelmas Term now next coming, after the Date of these presents: And the said A. B. and E. his wife shall thereunto appear *gratis*, and vouch over to warranty the common Vouchee, who shall also appear *gratis*, and after imparlance had shall make default, and depart in contempt of the Court, whereby one common Recovery shall or may be had, or suffered against them the said A. B. and E. his wife, of and for the said Mannor, according to the usual course of common Recoveries, for assurance of Lands, and Tenements in such Cases used and accustomed, &c.

*An ether
by Tenants
for life, &
he in re-
version in
London.*

19. *THIS* Indenture, &c. Between A. B. and E. his wife, and C. D. on the one part, and E. and F. on the other part: Whereas the said A. B. and E. his wife, in right of the said E. do now hold and are lawfully intitled, to hold and enjoy for a d during the natural life of the said E. one Messuage, &c. The Reversion of which said Messuage with the Appurtenances, from and after the decease of the said E. doth lawfully belong unto the said C. D. and the Heirs of his Body. Now Witnesseth these presents, That it is covenanted, granted, concluded, and agreed by, and between the said Parties, for themselves and their Heirs, that the said A. B. and E. his wife, and the said C. D. shall before the Feast of &c. now next coming, permit and suffer the said E. F. in and by a Writ of Right Patent according to the Custom of the said City of London, in due form of Law, with single or

or double Voucher or Vouchers to Recover against them the said *A. B.* and *E.* his wife, and the said *C. D.* the said Messuage, or Tenement, and all other the Premises, with the Appurtenances, in such manner and form as by the Council learned in the Law of the said *E. F.* shall be reasonably devised, or advised, &c.

20. This Indenture made, &c. Between *A. Another B.* of London Gentleman, on the first part; and in London *C. D.* and *E. F.* Citizens and Grocers of London, with donation the second part; and *G. H.* and *I. K.* of &c. by Vouch- on the third part: Witnesseth, That it is cove- cr. nanted, granted, concluded, and agreed by, and between all the said Parties to these presents: And the said *A. B.* for himself, his Heirs, Executors, and Administrators, doth covenant and grant, to and with the said *G. H.* and *I. K.* and either of them their, and either of their Heirs, Executors, and Administrators, by these presents; That he the said *A. B.* shall and will within one month next ensuing, the Date of these presents; make and execute, or cause to be made and executed, unto the said *C. D.* and *E. F.* a good perfect, and absolute Estate, in the Law in Fee simple, of and in all those Messuages, &c. lying and being in the Parish of &c. London, and also of, and in the Reversion and Reversions of all, and singular the Premises; to the end, intent, and purpose, that the said *C. D.* and *E. F.* and their Heirs, may stand, and be seised of the said Premises, and become perfect Tenents of the Freehold thereof; so that within two months next, after the making and execution of the said Estate, to them the said *C. D.* and *E. F.* as aforesaid; the said *G. H.* and *I. K.* or the Survivor of them, shall and may bring, and pursue the Kings Majesties Writ of Right Patent, out of his Highness Court of Chancery, against the said *C. D.* and *E. F.* or the Survivor of them, to be directed to the Major and Sheriffs of the City of London: By which Writ of Right Patent, the said *G. H.* and *I. K.* or the Survivor

Writ of them in the Guild Hall of the said City, before the said Major and Sheriffs in the Court of *Hustings*, according to the custom of the said City, shall demand against the said *C. D.* and *E. F.* or the Survivor of them: The said Messuages, or Tenements, and all and singular other the Premises, with the Appurtenances, by such names or quantities, as shall be reasonably devised, or advised, by the Council of the said *G. H.* and *I. K.* or the Survivor of them: Unto which said Writ the said *C. D.* and *E. F.* or the Survivor of them, shall appear *gratis*, and after declaration and defence made thereupon, shall vouch to warranty the said *A. B.* who shall appear *gratis*, and enter into the warranties, and vouch over to warranty the common Vouchee, who shall appear *gratis*, and imparle, and after make default in contempt of the Court, whereby Judgment shall be given in the said Writ, for the said *G. H.* and *I. K.* against the said *C. D.* and *E. F.* and for the said *C. D.* and *E. F.* to recover in value against the said *A. B.* and for the said *A. B.* to recover over in value against the said common Vouchee, and Execution thereof shall be had and sued in such sort, that a perfect Recovery with double Vouchers, shall be had and duly executed of all and singular the Premises, &c.

To suffer a Recovery the first part, *C. D.* of the second part, [vide of Lands in sect. 6. of this Chapter and make such recital as Ancient is there, and add the Covenant there to levy a demesne Fine from *A. B.* to *C. D.* and then add as followeth.] Which said Fine, so or in any other manner to be levied and acknowledged of the Premises, between the said Parties, shall be, and shall be construed, and taken to be, to and for the use of the said *C. D.* and his Heirs, to the only intent and purpose, that the said *C. D.* may stand and be full and perfect Tenant of the said Messuages, Lands, and Premises, and every part thereof: Whereof the said Fine is agreed to be levied

as

as aforesaid; until a perfect common Recovery, shall and may be lawfully had, and executed of the Messuages, Lands, and Premises; against the said C. D. and his Heirs, according to the true intent and meaning of these presents, and of the Parties thereto: And it is covenanted, granted, concluded, and agreed by, and between all the Parties to these presents: That he the said E. F. at his own proper cost and charge, shall and will before the Feast of *St. Michael* now next ensuing the Date hereof purchase or cause to be purchased, one or more Writ or Writs of Right Close, directed to the Judges, Bailiffs, or others, that have Power to hold Plea in suits Real arising within the said Liberty, and shall prosecute the said Writ or Writs, in the nature of his Majesties Writ or Writs of entry, *sur disseisin en le poest*, at the common Law, after the manner and course of common Recoveries there used and accustomed, against the said C. D. and shall thereby demand against the said C. D. the said Messuages, Lands, Hereditaments, and Premises, with the Appurtenances, by such names, and quantities of Acres, as in the said Fine shall be expressed, or by any other name, or names, and quantities of Acres, as shall be thought fit, situate and being within the said Liberty of H. at B. Unto which Writ or Writs the said C. D. shall appear, and shall vouch to warranty the said A. B. And the said A. B. shall also appear upon the said Voucher in the said Court, and shall vouch to warranty the common Vouchee; who shall appear and imparle, and afterwards make default, whereby a perfect Judgment may be had and given for the said demandant in the said Writ, against the said C. D. for the Recovery of the said Messuages, Lands, and Premises; and that he the said C. D. shall recover over in value against the said A. B. and that the said A. B. shall recover over in value against the said common Vouchee, after and according to the course of common Recoveries in
such

such cases used in the Court of the said Liberty of *H. at B.* — Or thus : Unto which Writ or Writs, the said *C. D.* shall appear, in his proper Person ; or by his Attorney or Attornies lawfully and sufficiently authorized, and shall vouch to warranty the said *A. B.* and that the said *A. B.* shall appear upon the said Voucher in the said Court, in his proper Person, or by his Attorney or Attornies lawfully authorized in that behalf, and shall vouch to warranty the common Vouchee, who shall appear and implead, and afterwards make default, &c. *ut supra.*

22. This Indenture made, &c. Between *A. B.*
To suffer a on the one part, and *C. D.* on the other part :
Recovery Witnesseth, That it is covenanted, granted, con-
in a Court cluded, and agreed by, and between the said Par-
Baron. ties to these presents : That the said *A. B.* Before
the &c. next ensuing ; the Date hereof shall
permit, and suffer the said *C. D.* to affirm and
pursue against the said *A. B.* in the Court Ba-
ron of the Mannor of *L.* in the County of *M.*
one plaint, in the nature of a Writ of entry, *sur*
disseisin en le post, of all and singular that his
Messuage, and twenty Acres of Meadow with the
Appurtenances adjoyning thereunto, abutting
&c. situate lying, and being within the said Man-
nор of *L.* which said Messuage the said *A. B.*
late had, in Remainder of the said surrender of *C.*
B. his Father, by the name of &c. [*prout en le Copie*]
as by the Court Roll of the General Court of the
said Mannor, holden at *H.* on the twenty seventh
Day of &c. last past before the Date hereof, a-
mongst other things more fully, it doth and may
appear : And that the said Plaint shall be affirm-
ed, entred, and pursued of all and every the Pre-
mises with the Appurtenances in *H.* within the
Jurisdiction of the Court of the said Mannor of
H. To and upon which Plaint to be affirmed,
and entred as aforesaid ; he the said *A. B.* shall
appear in his own proper Person ; or by his At-
torney lawfully authorized in that behalf, and
shall make his defence thereunto according to
Law, and vouch to warranty of and for the Pre-
mises

mises one *I. M.* who shall appear and enter into the warranty, and after make default; according to the manner and form of common Recoveries in Writs of entry, *sur disseisin en le post*, whereby the said *C. D.* shall have Judgment to Recover the said Messuage and twenty Acres of Meadow and other the Premises against the said *A. B.* and the said *A. B.* to recover over in value against the said *I. M.* according to the manner and form of common Recoveries, for Lands and Tenements: Which said Recovery, the said *A. B.* shall suffer to be executed by precept, or warrant out of the said Court in the nature of a Writ of *habere fac seisinam*, according to the order or manner of the common Law: And it is further covenanted, granted, concluded, and agreed by, and between the said Parties; that the said Recovery and the Estate of the Premises, to be had, obtained, and recovered thereby, or by reason thereof, shall be to the use of the said *C. D.* his Heirs and Assigns for ever; according to the custom of the said Mannor, and to no other use, intent, or purpose whatsoever. In Witness, &c.

23. This Indenture, &c. Between *A. B.* of Covenant the one part, and *C. D.* of the other part: Wit-^{to make} nesseseth, That the said *A. B.* for and in conside-^{assurance} ration of, &c. doth for him his Heirs, Execu-^{of Lands.} tors, and Administrators covenant, and grant, to and with the said *C. D.* his Heirs and Assigns, by these presents: That he the said *A. B.* his Heirs or Assigns, shall and will on this side, and before the Feast of &c. next ensuing the Date of these presents, at and upon the reasonable request, and cost and charges in the Law of the said *C. D.* his Heirs or Assigns by Fine or Fines, with Proclamations in due form of Law to be levied, Recossment or Recossments, Recovery or Recoveries, with single or double Voucher or Vouchers; or by any such good and sufficient means, conveyance, or assurance in the Law, as by the said *C. D.* his Heirs or Assigns, or his or their

their Council learned in the Law; shall be in that behalf lawfully and reasonably devised or advised, convey and assure, or cause to be conveyed and assured unto the said *C. D.* his Heirs and Assigns: All that Messuage, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof, with the Appurtenances, as also all and singular Deeds, Evidences, Escripts, Muniments, and Writings whatsoever, touching or concerning the said Messuage, &c. and Premises, with the Appurtenances, or any part or parcel thereof: To have and to hold the said Messuage &c. and other the Premises, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns for ever: And that the said Fine and Fines, Recovery and Recoveries, and the execution thereof, as likewise all conveyances and assurances whatsoever, to be had and made according to the tenor effect and true meaning of these presents, shall be and enure, and shall be construed, reputed, and taken to be, and enure to the only use and behoof of the said *C. D.* his Heirs and Assigns, and to no other use, intent or purpose whatsoever: (With usual covenants from *A. B.* that he is lawfully seised of an Estate of Inheritance, hath power to sell, that *C. D.* shall enjoy, free from Incumbrances, and for further assurances:) In Witness, &c.

*Covenant
that Tenants shall
Assure.*

24. *Unto* the said *A. B.* for himself his Heirs, Executors, and Administrators, doth covenant and grant, to and with the said *C. D.* his Heirs and Assigns by these presents: That all and every the now holders, and occupiers of the Premises above said, shall and will before the Feast of &c. now next coming, attorn and become Tenants, unto the said *C. D.* his Heirs or Assigns of, and for their several and respective Tenements, whereof or wherein, they or any of them, have or hath any particular Estate or Estates in being, and which are parcel of the Premises before mentioned, to be granted,

25. And the said *A. B.* for himself, his Heirs, *Covenant* Executors, and Administrators; doth covenant, *to produce* grant, and agree to, and with the said *C. D.* his *Writings*, Heirs and Assigns by these presents: That if the *&c. for de-* said *C. D.* his Heirs or Assigns, shall at any Time *señce of the* or Times hereafter, have need or occasion to plead, *Title of the* shew forth, or give in evidence, any Letters *Pa-shing sold.* Patents, Deeds, Evidences, or Writings, [whereof the said *A. B.* hath covenanted to deliver Copies as aforesaid, and which are not hereby bargained or sold,] of him the said *A. B.* touching or concerning the Premises, or any part thereof; for the maintenance or defence of the Title of the said *C. D.* of, in, and to the Premises or any part thereof, or for any other just or reasonable occasion, in any wise touching or concerning the Premises or any part thereof: That then and so often the said *A. B.* his Heirs and Assigns upon request in that behalf to be made by the said *C. D.* his Heirs and Assigns, and at the cost and charges of the said *C. D.* his Heirs and Assigns, shall and will produce and shew forth, or cause to be produced and shewed forth, all and singular the said Letters, Patents, Deeds, Evidences, and Writings, or so many of them as shall be thought needful by the said *C. D.* his Heirs or Assigns, in any Court or Courts of Record, or elsewhere; for the maintenance or defence of the Title of the said *C. D.* of, in, or to the said bargained Premises, or any part or parcel thereof, or for any just or reasonable cause as aforesaid, and shall and will permit and suffer the same there to remain, so long as the said *C. D.* his Heirs or Assigns shall have occasion for the necessary use thereof.

26. And it is covenanted, granted, concluded, *Covenant* and fully agreed by, and between all the said Parties *to pay back* to these presents: And the said *A. B.* for him, *purchase* his Heirs, Executors, and Administrators, and for money every of them doth covenant, grant, and agree, *upon Evi-* to and with said *C. D.* his Heirs and Assigns by *tion of* these presents: That if it shall happen at any Time *the shing* or Times hereafter, [within the space of Ten years

years to be computed from the Day of the Date hereof,] the said Messuage, or Tenement, and other the Premises herein before mentioned to be bargained and sold, or any part or parcel thereof, upon any prior or former Title, to be by any person or persons whatsoever recovered, or otherwise lawfully evicted from the said *C. D.* his Heirs or Assigns by due Course of Law, or that any decree in or upon any Bill of Complaint in Court of Equity, shall pass or be made, or that any Judgment, in any suit or Action real or personal, shall be given against him the said *C. D.* his Heirs or Assigns, whereby his and their Title, of, in and unto the said Premises, or any part or parcel thereof, may be in any wise avoided, annulled, or defeated: That then, and in such Case, he the said *A. B.* his Executors or Administrators, next after such Recovery, Eviction, Decree, or Judgment, so to be had, given, or passed as aforesaid, shall within six Months notice thereof to be given, and reasonable request in that behalf to be made, unto him the said *A. B.* his Executors, or Administrators, pay or cause to be paid unto the said *C. D.* his Heirs or Assigns, so much lawful money of *England*, as the said Premises or any part thereof, so happening to be Evicted, or Recovered, or whereunto the Title of the said *C. D.* his Heirs or Assigns, so shall be in any wise avoided, annulled, or defeated, as aforesaid, shall amount unto after the Rate of 18 Years purchase for the yearly value thereof, according to the Rate, that the same was valued at, upon the purchase thereof, by him the said *C. D.* as aforesaid.

*To pay
back part
of the pur-
chase mo-
ney which
was paid in
case the
Purchaser
dislike
after two
Years.*

27. And the said *A. B.* for himself his Heirs, Executors, and Administrators, doth covenant, and grant, to and with the said *C. D.* his Heirs and Assigns by these presents: That if the said *C. D.* shall at any Time, within the space of two Years next ensuing the Date hereof, dislike of the purchase of the said Messuage, Lands, and Premises, and thereof within the Time aforesaid, shall give notice in Writing unto the said *A. B.* his Heirs, Executors,

Executors, or Administrators : That then he the said *A. B.* his Heirs, Executors, or Administrators, and shall will within three Months after such notice given, and after a Reconveyance made thereof, by the said *C. D.* his Heirs or Assigns, unto the said *A. B.* his Heirs or Assigns, free from all Estates Charges, and Incumbrances whatsoever, had made or suffered by the said *C. D.* his Heirs or Assigns, at the cost and charges of the said *A. B.* his Heirs or Assigns, in such manner and form, as the said *A. B.* his Heirs or Assigns, or his or their Counsel shall reasonably advise well, and truly pay, or cause to be paid unto the said *C. D.* his Heirs or Assigns for their purchase of the Premises, the Sum of *£*6, of lawful Money of England; at the now dwelling House of the said *C. D.* situate in *G.* aforesaid. Provided alwaies that if the said *C. D.* his Heirs or Assigns, shall not within the space of two Years ^{to pay a} further ^{sum, if the} signifie as aforesaid, his dislike of the said purchase : That then he the said *C. D.* his Heirs or Assigns, shall and will pay or cause to be paid, ^{Purchaser} like the ^{Premises} unto the said *A. B.* his Heirs or Assigns, the further sum of *£*6, of lawful Money of England, (over and above the moneys by him already paid) for the clear and absolute purchase of the said Messuage, Lands, and Premises, within one Month after the end or determination of the said two Years.

28. To all *¶*. Know ye that the said *A. Covenant B.* for and in consideration of the Sum of 500*l.* ^{not to claim} of lawful Money of England, to her in hand paid down: before the sealing and delivery hereof, by ^{with} *C. D.* of *¶*. who lately purchased of *E. B.* ^{a Release,} since deceased late Husband of the said *A. B.* A Messuage, and Lands, lying and being *¶*. whereof he the said *E. B.* was seized of some Estate of Inheritance, during the Coverture between him the said *E. B.* and the said *A. B.* The Receipt whereof the said *A. B.* doth hereby acknowledge: Hath covenanted, granted, concluded, and agreed, and doth by these presents; covenant, grant, conclude,

clude and agree, to and with the said *C. D.* his Heirs and Assigns, that the said *A. B.* or her Assigns, shall not at any time hereafter, sue for challenge or demand, by Writ of Dower, or otherwise, any Dower or Title of Dower, out of the said Messuage, and Lands, or any part thereof: But that the said *C. D.* shall and may lawfully and quietly enjoy the said Messuage, and Premises, without the let or interruption of the said *A. B.* or any Person or Persons whatsoever, lawfully claiming by, from, or under the said *A. B.* And the said *A. B.* for the consideration aforesaid: Hath remised, released, and for ever quite claimed, and by these presents doth remise, release, and for ever quite claim unto the said *C. D.* his Heirs or Assigns, all and all manner of Dower, and Right, and Title of Dower whatsoever, which she the said *A. B.* now hath, may, might, should, or of right ought to have of in and to the said Messuage, and Lands, and of in or to any part or parcel thereof; So that neither she the said *A. B.* nor any other for her, or in her name any manner of Dower, or Writ, or Action of Dower, or any manner of Right, or Title of Dower, of or in the said Messuage, or Lands, or any part or parcel thereof at any time hereafter, shall, or may, have, or claim, or prosecute against the said *C. D.* his Heirs or Assigns or any of them, but of, and from the same shall be utterly barred and for ever excluded, by these presents: In Witness, &c.

*The form
of cove-
nancing,
joyntly and
everally.*

29. And the said *A. B.* and *C. D.* severally, and not joyntly, nor one of them for the other; and for their several, and respective Heirs, Executors, and Administrators, and for every of them respectively, do covenant &c. --- Or thus, And the said *A. B.* and *C. D.* for themselves severally and respectively; that is to say, each of them for himself, and for his several Heirs, Executors, and Administrators, and for so much as concerneth, or may concern his own Act or Acts only, and not one of them for the other, nor for the Act or Acts of the other; or of the Heirs,

Heirs, Executors, or Administrators of the other doth severally, and not jointly covenant, &c. -- Or thus: And the said *A. B.* and *C. D.* severally and respectively each one for himself only, and for his respective Heirs, Executors, Administrators, and Assigns, and not jointly, nor one of them for the other; nor for the Act or Acts, Deed, or Deeds, Matter or Thing of the other; doth covenant, &c. Or thus: And the said *A. B. C. D.* and *E. F.* for themselves severally and not jointly, nor one of them for the other, and for their, and every of their several and respective Heirs, Executors, and Administrators doth covenant, &c.

30. **3n.** the said *A. B.* for himself, his Heirs, Executors, and Administrators; and for the said *E. B.* his Wife doth covenant, &c. Or let him covenant singly, that he and his wife, or that his wife only shall do such an Act. And if two men and their wives covenant severally; then it may be thus: And the said *A. B.* himself, and for the said *E. B.* his wife, and the said *C. D.* for himself, and for the said *E. D.* his wife, do respectively and severally, and for their several and respective Heirs, Executors, and Administrators, and not one of them for the other, nor for the wife of the other; nor for the Heirs, Executors, or Administrators of the other, do covenant, grant, &c. Or thus: And the said *A. B.* and *C. D.* for themselves, and for their said wives respectively, their Heirs, Executors, and Administrators do severally and respectively covenant, &c. to, and with the said *E. B.* and *G.* his wife, and every of them, their, and every of their Heirs, Executors, and Administrators by these presents, &c.

*Another
per Baron
& feme.*

C H A P. IV.

*Containing the Forms of Provisoes, to avoid
Estates in Fee.*

*Proviso to
make void
an estate
upon non
payment of
part of
purchase
Money.*

1. **P**ROHIBED nevertheless and upon condition, That if the said *C. D.* [the Purchaser] his Heirs, Executors, or Administrators, shall not, and do not well and truly satisfie and pay, or cause to be well and truly satisfied, and payed unto the said *A. B.* his Executors, Administrators, or Assigns, or some, or one of them, the said Sum of 387 *l.* of good and lawful Money of England, being the remainder and residue of the said Sum of 2187 *l.* before specified, at, or in the Church Porch of the said Parish of *&c.* upon the several Dayes of payment hereafter mentioned, and in manner and form following; (*viz.*) The Sum of 100 *l.* of good and lawful Money of England in, or upon the Tenth Day of *December* next ensuing, the Day of the Date of these presents; and the Sum of 100 *l.* of like Moneys in, or upon the Tenth Day of *June*, which shall be in the Year of our Lord God, *&c.* and the further Sum of 87 *l.* in, or upon the, *&c.* next ensuing, being the residue of the said Sum of 387 *l.* That then, and from thenceforth this present Deed of Bargain and Sale, and every Matter and Thing therein contained, shall be void, and of no effect: And that then, and from thenceforth it shall, and may be lawful to, and for the said *A. B.* his Heirs or Assigns into the said Premises, with the Appurtenances wholly to reenter, and the same to have repossesse and enjoy, as in his or their former Estate; any thing in these presents contained to the contrary thereof, in any wise notwithstanding.

*Proviso to
make void
an estate
upon dis
charge of a
Surety.*

2. **P**ROHIBED always, and upon condition; That if the said *A. B.* his Executors, or Administrators shall, and do well and truly content, satisfie and pay, or cause to be contented, satisfied, and payed, all, and every such Sum and Sums of Money, which the said *C. D.* as surety, and together with, and for the said

said *A. B.* is, and standeth bounden to pay unto any Person or Persons whatsoever, either by Obligation, Bill, Specialty, Promise, or otherwise howsoever, according to the purpose and true meaning of such Specialties or Engagements: And shall, and do at all times hereafter, well, and sufficiently discharge, and save, and keep harmless, and indemnified the said *C. D.* his Executors, and Administrators, and his and their Bodies, Goods, Chattels, Lands and Tenements, and every of them, of, and from the said Suertiship; that then, and from thenceforth this present Deed, and every matter and thing therein contained, shall be void, and of none effect; And that then, and from thenceforth it shall, and may be lawful to, and for the said *A. B.* his Heirs, or Assigns into the said Premises, with the Appurtenances wholly to reenter, and the same to have again repossess and enjoy, as in his or their former Estate: Any thing herein before contained to the contrary thereof in any wise notwithstanding.

3. *This Indenture, &c.* Between *A. B.* of the one *Another* part, and *C. D.* of the other part: Whereas the said *C. D.* to secure at the request, and for the only and proper Debt of the said *A. B.* is, and standeth bound together with, and for the said *A. B.* in, and by several Bonds and other Writings obligatory in a Schedule hereunto annexed; particularly mentioned for several Sums of Money to several Persons in the said Schedule likewise mentioned. Now witnesseth these presents; That the said *A. B.* for the better security of, and saving harmless, and indemnified the said *C. D.* his Heirs, Executors, and Administrators, and his, and their Lands, Goods, and Chattels of, and from the said several Engagements; and for their good Causes and Considerations, hath &c. [let there be a Feoffment, Bargaine and Sale, &c.] Provided always, and upon condition; That if the said *A. B.* his Heirs, Executors, or Administrators shall, and do well, and truly satisfy and pay, or cause to be well and truly satisfied and payed, all, and every the said Sum and Sums of Money; for the payment whereof, he the said *C. D.* is, and standeth bounden with, and for the said *A. B.* as aforesaid, in

Proviso

the said Schedule mentioned, according to the several effects and purports of the said Writings obligatory ; and deliver, or cause to be delivered up unto the said C. D. his Executors, or Administrators all, and every the several Bonds and Writings obligatory to be cancelled , or else sufficient Releases and Discharges touching or concerning the same ; and that within one Month after the several, and respective Sums of Money therein mentioned, shall severally and respectively, become due and payable : That then, and from thenceforth, &c. as in the former precedent. *Señ. 2.*

*Proviso to
make void
a Rent
charge
granted in
Fee upon
payment of
money.*

4. *Provided* always ; and it is the true intent and meaning of the said parties to these presents ; That in case the said A. B. his Heirs, or Assigns, or any of them shall be minded or determined to purchase out, redeem, or discharge his said Lands and Tenements of, and from the said Rent charge ; and shall by the space of six Months before any Feast of St. Michael the Archangel, give knowledg and notice of such his mind and determination unto the Person or Persons of the said C. D. his Heirs, or Assigns, or any of them ; or shall by the said space, openly leave to, or for the said C. D. his Heirs or Assigns, at the now dwelling House of the said C. D. any Writing or Note, signifying such his determination and purpose : And also shall, and do at the Feast of the *Annunciation* next following, after such Notice given, or left as aforesaid ; pay, or cause to be paid unto the said C. D. his Heirs, or Assigns, the full Sum of &c. of lawful Moneys of *England* ; together with all the Arerages of the said Annuity or Rent-charge, (if any shall be) that shall be behind, or unpaid, on the said Feast of *Annunciation*, at one entire payment ; that then, and immediately from, and after the payment of the said Sum of &c. and Arerages aforesaid (if any shall be) the said Annuity, or Annual Rent-charge of &c. by the year, and these presents ; and every Covenant, Article, and thing therein contained, shall cease, determine, and be utterly void : Any thing in these presents contained to the contrary thereof in any wise notwithstanding.

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5. **Prohibited** always; And it is covenanted, con- *a part upon*
cluded, and agreed by, and between the said Parties *money paid*
to these presents: That if the said *A. B.* his Heirs, *Another*
Executors, Administrators, or Assigns, upon *six to abate*
Months warning thereof in writing, under his, or their *in.*
hands (before hand to be given) by the said *A. B.* his
Heirs, Executors, Administrators, or Assigns, unto
the said *C. D.* his Heirs, Executors, Administrators,
or Assigns, shall, and will at, or upon any first Day of
May, or Feast of *All Saints*, at, or in the place a-
foresaid; pay, or cause to be payed unto the said
C. D. his Heirs, Executors, Administrators, or As-
signs, the Sum of 100 *l.* of lawful Moneys of *Eng-*
land, over and besides the said Rent-charge, or An-
nual Sum of *60c.* and the Arrears thereof, (if any
then shall be) That then, and from thenceforth, from,
and after the said payment or payments, so made as
aforesaid, of every of the said Sum or Sums of 100 *l.*
with Arrears of the said Rent (if any shall be) to be
Endorsed upon both parts of these Indentures, and
subscribed by the said *C. D.* his Heirs, Executors,
or Administrators, for every Hundred Pounds that
shall be paid as aforesaid (over, and besides the said
Arrears if any shall be) the full and entire Sum of 100 *l.*
of the said 500 *l.* yearly Rent or Annuity, hereby
granted as aforesaid, shall cease and be determined:
Any thing herein before contained to the contrary
hereof in any wise notwithstanding.

C H A P. V.

Containing the Several Ways, and Forms of Introduc-
ing Uses, upon Fines, Recoveries, and
other Conveyances.

vid. chap. 7
the forms
of limita-
tions of u-
ses.

1. **T**HIS Indenture, &c. Between *A. B.* and *Upon a*
E. his wife on the one part; and *C. D.* and *Fine to be*
E. F. on the other part. Witnesseth; That for the *levied.*
Conveying, Assuring, and sure making of all, and
singuler

*Several
forms to
begin the
limitation
of uses.*

Or thus,

singular, the Messuages, Lands, Tenements, and Hereditaments hereafter in these presents mentioned, to the uses, intents, and purposes hereafter, in, and by these presents expressed, limited, and declared: It is agreed and concluded by, and between the said parties to these presents. And the said *A. B.* for himself, his Heirs, Executors, and Administrators, doth covenant, grant, and agree to, and with the said *C. D.* and *E. F.* their Heirs, Executors, and Administrators, and every of them by these presents; That he the said *A. B.* and *E.* his wife, shall, and will at the proper costs and charges of the said *A. B.* before the Feast of *St. Michael* next ensuing, the Date hereof, in due forme of Law, acknowledge, and levy before the Justices of his Majesties Court of Common Pleas at Westminster, one Fine *Sur cognizance de droit come ceo, &c.* with Proclamations unto the said *C. D.* and *E. F.* of all the Messuage or Tenement, &c. [and here set down particularly the Messuages and Lands to pass] by certain Name or Names, and quantities of Acres in the said Fine to be contained: And that the said Fine so to be had and levied as aforesaid; or in what manner or forme soever the same shall be had, shall be, and inure; and the said *C. D.* and *E. F.* shall by force thereof, stand, and be seized of the said Messuage and Lands and all other the Premises, with the Appurtenances to the uses, intents, and purposes; and upon the Conditions and Limitations hereafter in these presents limited, expressed, and declared; and to no other use, intent, or purpose whatsoever: That is to say, &c.

2. And it is covenanted, concluded, and fully agreed by, and between all the said Parties to these presents: And they, and every of them, do hereby express, signify, and declare; That the said Fine so to be levied as aforesaid, and all, and every other Fine and Fines hereafter to be had and levied of the Premises, or any part thereof between the said Parties or any of them, before the said Feast of *St. Michael* shall be, and inure; and the said *C. D.* and *E. F.* and their and one of their Heirs immediately, from

from and after the said Fine, as also any other Fine thereof to be levied as aforesaid, shall stand and be seized of the Premises, to the only uses, intents, and purposes hereafter mentioned: *viz.* as to the said Messuage, or Tenement, and Lands, with the Appurtenances, now in the occupation of &c. To the use and behoof of &c. And as to the said Messuage, or Tenement, and Lands, now in the occupation of &c. To the use and behoof of &c.

3. And it is covenanted, granted, concluded, and agreed by, and between all the said Parties to these presents; for themselves their Heirs and Assigns: That the said Fine to be acknowledged and levied as aforesaid; of the Messuages, Lands, Tenements, and Hereditaments aforesaid, and the execution thereof; and the Estate, Right, Title, Interest, and Possession of them the said C. D. and E. F. and of the Heirs of such of them, to whom the inheritance of or in the Premises, shall be limited in, and by the said intended Fine, shall be, and shall for ever be adjudged, deemed, and taken to be: And the said C. D. and E. F. and the Heirs of such of them, to whom the inheritance of the Premises shall be limited, in or by the said intended Fine, and the survivor of them, shall stand and be seized of, and in all and singular the said Messuages, Lands, Tenements, and Hereditaments, and of every part and parcel thereof, with the Appurtenances, to the uses, intents, and purposes, and under and upon the Provises, limitations, conditions, and agreements hereafter, in these presents mentioned and contained: That is to say, of, for, and concerning, all that Messuage, and Lands, &c. with the Appurtenances in M. aforesaid, in the tenure or occupation of &c. being parcel of the said Premises, whereof the said Fine before by these presents, is covenanted to be levied as aforesaid, by the said A. B. and of the Reversion and Reversions, Remainder and Remainders of the same: To the use and behoof of &c. And of, for, and concerning all, and every the said other Messuages, Lands, &c. with their and

Or thus,

and every of their Appurtenances; whereof the said Fine is covenanted to be levied as aforesaid, and the Reversion and Reversions, Remainder and Remainders thereof, to the use and behoof of *&c.*

*Upon a
Fine al-
ready levi-
ed.*

4. *THIS* Indenture, *&c.* Between *A. B.* and *E.* his wife of the one part, and *C. D.* and *E. F.* of the other part: Whereas the said *A. B.* and *E.* his wife, have in the Term of *St. Hillary* last past, before the Date of these presents, levied one Fine in due form of Law unto the said *C. D.* and *E. F.* of all that Mannor *&c.* The which Fine was levied by such names number of Acres and other Particulars, as are in the said Fine contained, as by the said Fine, reference being thetunto had, more fully it doth and may appear. Now Witnesseth these presents, and it is hereby declared by, and between all the Parties hereunto: That the true intent, and meaning of the levying of the said Fine, at the time of the levying thereof was, and is to be taken to be, to the uses, intents, and purposes hereafter following: That is to say, to the use of *&c.*

*Upon a
Recovery
to be had
with dou-
ble Fouch-
er.*

5. *THIS* Indenture, *&c.* Between *A. B.* of the first part, *C. D.* and *E. F.* of the second part, and *G. H.* and *I. K.* of the third part: Whereas the said *A. B.* by one Indenture of bargain and sale, Dated the first day of this instant *January*, and inrolled in his Majesties High Court of *Chancery*, the twentieth Day of the same Month, (made between the said *A. B.* on the one part, and the said *C. D.* and *E. F.* on the other part:) Hath granted, bargained, and sold, to the said *C. D.* and *E. F.* and their Heirs; all that Mannor, *&c.* and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof: To have and to hold the said Mannor, *&c.* and all and every the said Premisses, with the Appurtenances, unto the said *C. D.* and *E. F.* their Heirs and Assigns for ever; to the only proper and absolute use and behoof of the said *C. D.* and *E. F.* their Heirs and Assigns for ever: To the end, intent, and purpose, that the said *C.*

D.

D. and E. F. might thereby, and by force of the Statute of transferring uses into possession, become Tenents of the Freehold of all and every the Premises, that a good and perfect common Recovery with double Vouchers, may be thereof had and executed : Now Witnesseth this present Indenture : And it is covenanted, concluded, and fully agreed by, and between all the said Parties to these presents, for them and every of them, their and every of their Heirs : That they the said C. D. and E. F. shall and will permit and suffer the said G. H. and I. K. before the Feast of *St.* next ensuing the Date of these presents, by Writ or Writs of entry, *sur disseisin en le post*, to be sued forth and obtained out of the Kings Majesties High Court of *Chancery*, and returnable before the Justices of our Sovereign Lord of the Court of *Common-Pleas* at *Westminster*, in the Names of the said G. H. and I. K. demandants against the said C. D. and E. F. Tenents or the survivor of them, to Recover to them the said G. H. and I. K. and their Heirs in due form of Law, according to the usual form of common Recoveries, for assurance of Lands, Tenements, and Hereditaments, against the said C. D. and E. F. the said Mannor and Premises, with their and every of their Appurtenances, by some name or names in the said Writ and Recovery to be contained : In and to which said Writ, the said C. D. and E. F. shall *gratis* appear in their proper Persons, and after defence made, shall vouch to warranty the said A. B. who shall likewise thereupon appear and enter into the warranty, and vouch over the common Vouchee, who shall likewise appear and enter into the warranty and after make default, to the end that a perfect common Recovery may be had and executed, according to the course of common Recoveries, of the Mannor, *&c.* and all and every other the Premises, with the Appurtenances.

6. Which Recovery so as aforesaid, or in any *Other Uses*, other form to be, had, suffered, and executed;
and

and all other Recoveries to be had, suffered, and executed by, and between the said Parties, or any of them of the said Mannor, and Premises, before the said Feast of *Œc.* and the Recoverors in and to the said Recovery and Recoveries, shall immediately from and after the suffering, and executing thereof, stand and be seized of the said Mannor, and Premises, to the uses, intents, and purposes hereafter specified, expressed, and declared, and to none other use, intent, or purpose whatsoever: That is to say, to the use of *Œc.*

— Or thus: And it is covenanted, granted, concluded, and agreed by, and between all the said Parties to these presents, that the said Recovery so to be had, and executed as aforesaid, and every common Recovery with Vouchers, before the said Feast of *Œc.* to be suffered by the said *C. D.* and *E. F.* or the survivor of them of the said Mannor and Premises, and of every or any part thereof; by what names or additions soever, the same shall fortune to be had or suffered, immediately from and after the Execution thereof shall be, and the Person or Persons, who shall thereby Recover the Premises, or any part thereof; and his or their Heirs, after such Execution; shall stand and be seized of the said Mannor, and Premises, or such part thereof, as shall be recovered as aforesaid, to the use of *Œc.* — Or thus:

And it is covenanted, granted, and concluded by, and between all the said Parties to these presents: And either of the said Parties doth by these presents; covenant, grant, conclude, and agree to, and with the other, in maner and form following: That the said *G. H.* and *K.* immediately from and after the said Recovery, had and Executed as aforesaid, shall stand and be seized of, and in the said Mannor, *Œc.* and other the Premises with the Appurtenances: And that the said Recovery, and the force, effect, and execution of the Premises, or any part thereof, by and between the said Parties before the Feast of *Œc.* shall be, and shall be adjudged, deemed, reputed, and

and taken to be to the uses, intents, and purposes, in these presents mentioned and declared, viz. To the use of &c

7. This Indenture made, &c. Between *A. Upon a Recovery* *B.* on the first part, *C. D.* and *E. F.* on the second part, and *G. H.* and *I. K.* on the third part; ready had Whereas the said *A. B.* by one Indenture of bargain and sale bearing Date, &c. [vide Sect. 5. ble Vouch- and recite it as there.] And whereas afterwards, *er.* That is to say in the Term of St. *Hillary*, then next following the said *G. H.* and *I. K.* did pursue out of the said Court of *Chancery*, one Writ of entry, *sur disseisin en le poſt*, against the said *C. D.* and *E. F.* returnable before the Justices of his Majesties Court of *Common Pleas* at *Westminster*, whereby the said *G. H.* and *I. K.* did demand against the said *C. D.* and *E. F.* the said Mannor, &c. [as in the *Recovery*,] to which Writ the said *C. D.* and *E. F.* did appear in proper Person, and after defence made, did vouch to warranty the said *A. B.* who did likewise appear in Person, and entred into the warranty, and vouched over the common Vouchee, who did likewise appear in person, and entred into the warranty and after make default, whereby several Judgments were had according to the course of common *Recoveries* used in the said Court of *Common Pleas*.

8. Now witnesseth this present Indenture, And *The uses.* it is hereby declared and expressed, that the true intent and meaning of all the said Parties to these presents, before and at the Time of suffering the said *Recovery* was, and ever since hath been, and yet is, that the said *Recovery* and the whole execution thereof should, and for ever hereafter shall be, and inure: And the said *Recoverors* and their Heirs, shall for ever hereafter stand and be seized of and in the said Mannor, &c. and all and every the Premises before mentioned, with the Appurtenances, To the use of &c

9. And the said *A. B. C. D.* and *E. F.* for *Errors* them and every of them, their and every of their *sometimes* Heirs; do, and for every of them doth by these used, presents,

Release of

presents, remise, and for ever quit claim unto *G. H.* and *I. K.* and their Heirs, and all and every Person and Persons whatsoever, that shall or lawfully may have any Estate, Title, Interest, or demand, of, into, or out of the Premises, or any part or parcel thereof, by force or Vertue of the said Recovery and the execution thereof, and of these presents, or any limitation, matter, or thing herein contained: All and every Error and Errors, Writ and Writs of Error, misprisions, misentries, and other cause and causes of Writ or Writs of Error, which they the said *A. B. C. D.* and *E. F.* or any of them, their or any of their Heirs, have or hereafter may, or ought to have, for or by reason of any Error or Errors, misprision, misentry, or other defect whatsoever in or about or any way touching, or concerning the said Recovery, or any proceeding or prosecution thereof

*Another
upon Recovery
with double
Vouch-
er, already
had*

10. **THIS** Indenture made, Between *A. B.* and *E.* his wife of the first part, *C. D.* and *E. F.* of the second part, and *G. H.* and *I. K.* on the third part: Whereas the said *A. B.* and *E.* his wife did in Michaelmas Term last, levy and acknowledge one Fine *sur cognizance de droit come ceo*, &c. in the Court of Common Pleas at Westminster, unto the said *C. D.* and *E. F.* of all that Messuage, and Lands, &c. to the intent and purpose, that the said *C. D.* and *E. F.* might be Tenants of the Freehold of the said Messuage, Lands, and Premises; and that a Writ of entry, *sur disseisin en le post*, might be brought and prosecuted against them, to the end that a common Recovery might be had of all and singular the said Messuage, Lands, and Premises, according to the form of common Recoveries had, used and accustomed: And whereas a common Recovery hath been since had in and by a writ of entry, *sur disseisin en le post*, of the Premises against the said *C. D.* and *E. F.* by the said *G. H.* and *I. K.* Wherein the said *C. D.* and *E. F.* did vouch to warranty the said *A. B.* who thereupon entred into the warranty, and vouched

over to warranty the common Vouchee, who likewise appeared and entred into the warranty and after made default, whereby several Judgments were had, according to the use of common Recoveries with double Vouchers, for assurance of Lands and Tenements, which Recovery hath been executed by Writ of *habere facias seisinam*, as by the Records of the said Court, it doth and may appear.

11. *Notw* witnesseth this present Indenture, *The Uses:*
That the true intent and meaning of the said *A. B.* and of the said Recoverors, and of all the Parties to the said Recovery, and to these presents, and of every of them, before and at the Time or Times of suffering the said Recovery, for, touching, and concerning the said Messuages, Lands, Tenements, and Hereditaments, and every of them, whereof the said Recovery was suffered and had, was and now is: That the said Recovery, should and shall be, and inure; and shall be construed, adjudged, deemed, and taken to be, and inure: And that the said Recoverors, and every of them and their Heirs, and all and every other Person or Persons, and his and their Heirs, who then were, or now are, or hereafter shall be seized of the said Messuage, Lands, and Premises, or of any part thereof by force of the said Recovery, should and shall stand and be seized of the same, and every part and parcel thereof; to the uses, purposes, and intents, and under the Provisoes, conditions, and limitations hereafter, in these presents expressed, limited, and declared; and to no other use, intent, or purpose whatsoever: That is to say, &c.

12. *This* Indenture made, &c. Between *A. B.* Upon a of the one part, and *C. D.* and *E. F.* of the other Recovery part: Witnesseth, That it is covenanted, concluded, and agreed by, and between the said Parties to these presents: And the said *A. B.* for or to be himself, his Heirs, Executors, and Administrators, had, doth covenant, grant, and agree to, and with the said *C. D.* and *E. F.* and their Heirs, by these presents:

presents : That he the said *A. B.* shall permit and suffer the said *C. D.* and *E. F.* to prosecute one Writ of entry, *sur disseisin en le poſt*, against the said *A. B.* of and for all that Mannor, &c. with their and every of their Appurtenances, by such name and names, quantities and numbers of Acres, and in such manner and form as shall be thought fit and expedient. Unto and in which Writ the said *A. B.* shall appear *gratis*, and vouch over to warranty the common Vouchee, who shall likewise appear *gratis*, and enter into the warranty, and make default in contempt of the Court, whereby one Recovery shall or may be had or suffered against the said *A. B.* of the said Mannor, &c. according to the usual course of common Recoveries for assurance of Lands, and Tenements. And it is further concluded, and agreed by, and between the said Parties, to these presents, That the said Recovery shall be had and suffered as aforesaid, before the end of *Michaelmas* Term next ensuing the Date hereof : And that the said Recovery, and the Execution thereof, and the full force and effect of the same shall be and inure : And that the said Recoverors and their Heirs, immediately after the same, and the Execution thereof had and made, shall stand and be seized of the said Mannor, Messuages, Lands, and Premises, to the uses, intents, and purposes hereinafter mentioned : That is to say, to the use of &c.

Upon Recovery
with single Vouch-
er already
had.

13. THIS Indenture, &c. Between *A. B.* of the one part, and *C. D.* and *E. F.* of the other part: Whereas the said *C. D.* and *E. F.* did in *Michaelmas* Term last past before the Date hereof, upon a Writ of entry, *sur disseisin en le poſt*, before his Majesties Justices of the Court of *Common Pleas* at *Westminster*, Recover by common Recovery against the said *A. B.* one Mannor, &c. [setting down the Particulars,] and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of all and every part and parcel thereof ; by the name of &c.

Et c. [*prout en le Recovery,*] in which Recovery the said *A. B.* did vouch to warranty the common Vouchee, whereby a good and perfect common Recovery, with single Voucher of the said Mannor, Messuages, Lands, and Premisses, according to the usual form of Common Recoveries, was had and after executed against the said *A. B.* and his Heirs; as by the Record thereof, remaining in the said Court of *Common Pleas*, more at large, it doth and may appear.

14. *Now* witnesseth this present Indenture: And *uses.* It is hereby declared, that the true intent and meaning of all the Parties to the said Recovery, and to these presents, was before and at the time of the said Recovery, and yet is, for touching and concerning the said Mannor, Messuages, Lands, Tenements, and Premisses, and every part thereof, whereof the said Recovery, was had and executed as aforesaid; that the said Recovery, and the execution thereof, should and shall be, and inure; and be construed, adjudged, and taken to be, and inure; and that the said Recoverors and their Heirs, should and shall stand and be seized of the said Mannor, Messuages, Lands, Hereditaments, and Premisses, and of every part and parcel thereof, with the Appurtenances, to the uses, intents, and purposes hereafter, in these presents set down, expressed, and declared; and to no other use, intent, or purpose whatsoever: That is to say to the use of *Et c.*

15. This Indenture tripartite, made *Et c.* Between *A. B.* and *E.* his wife of the first part, *C. D.* and *E. F.* of the second part, and *G. H.* and *I. K.* of the third part: Witnesseth, That the said *A. B.* for himself, his Heirs, Executors, and Administrators, doth covenant and grant to, and with the said *G. H.* and *I. K.* their Heirs, Executors, and Administrators, by these presents; that he the said *A. B.* and *E.* his wife, shall and will on this side, and before the Fealt of *Et c.* acknowledge and levy in due form of Law, before his Majesty's Justices of the *Common Pleas at Westminster,*

Upon a Fine and Recovery (with double Voucher,) to be had of several things, viz. the Fine of one, and the Recovery of an other.

one Fine, *sur cognizance de droit come ceo*, &c. with Proclamations unto the said *G. H.* and *I. K.* of all that his Mannor of *M. &c.* by such name or names, quantities and numbers of Acres, as they the said *G. H.* or *I. K.* or either of them, their or either of their Councel learned in the Law, shall reasonably devise, advise, or require: And whereas the said *A. B.* hath by Indemure of bargain and sale bearing Date the *&c.* last past before the Date hereof; and inrolled in his Majesties High Court of *Chancery*, the 20th Day of the same month of *&c.* made between the said *A. B.* of the one part, *C. D.* and *E. F.* of the other part, for the consideration therein mentioned, granted, bargained, and sold, unto the said *C. D.* and *E. F.* their Heirs and Assigns; all that Messuage, or Tenement, and Lands in *B. &c.* and the Reversion and Reversions, Remainder and Remainders thereof: To have and to hold the said Messuage, Lands, and Premises, and every part thereof, with the Appurtenances, unto the said *C. D.* and *E. F.* their Heirs and Assigns for ever; which said bargain and sale was had and made, to them the said *C. D.* and *E. F.* as aforesaid; to and for the only end, intent, and purpose, that the said *C. D.* and *E. F.* might be the Tenant thereof to a Precipe, against whom the Recovery hereafter mentioned, in manner and form following might be had. Now this Indenture further witnesseth, that it is covenanted, concluded, and fully agreed by, and between all the said Parties to these presents; for them and every of them, their and every of their Heirs, that before the end of *Trinity* Term now next ensuing, there shall be one Recovery, (in the nature of a common Recovery, for Lands, Tenements, and Hereditaments, in such cases used and accustomed,) and executed in his Majesties said Court of *Common Pleas*; by or in the name of the said *G. H.* and *I. K.* demandant against the said *C. D.* and *E. F.* Tenents of the said Messuage, and Lands, with the Appurtenances, who shall vouch

to warranty the said *A. B.* who being vouched shall appear *gratis*, and enter into the warranty, and vouch over the common Vouchee, and the said common Vouchee shall thereupon appear also, and enter into the warranty, and afterwards make default; so the end that one perfect common Recovery, shall and may be of the said Messuages, and Lands, with the Appurtenances, had and prosecuted in all things, according to the usual order and form of common Recoveries in such cases used.

16. And it is covenanted, concluded, and fully agreed by, and between all the said Parties to these presents respectively, for them and every of them, their and every of their Heirs; that the said Fine and Recovery, so to be had, levied, suffered, and executed as aforesaid, as touching and concerning all and every the said Mannor or Lordship of *M.* and the said Messuage or Tenement in *B.* and the several Lands, Tenements, and Hereditaments before mentioned; whereof the said Fine and Recovery were severally and respectively had, levied, and suffered as aforesaid: And all and every other Fine and Fines, Recovery and Recoveries to be had of the said Mannor, and other the Premises thereunto belonging, and of the said Messuage and Lands, and other the Premises, before mentioned to belong thereunto, by and between the said Parties or any of them, before the end of the said Term of the Holy Trinity, shall be and inure; and as well the said Cognizees as the said Recoverors, and their several and respective Heirs, shall severally and respectively stand and be seized of all and every the Premises; to the uses, intents, and purposes; and under the Proviso, conditions, and limitations herein, after mentioned and expressed, and to no other use, intent, or purpose whatsoever.

The Uses;

17. This Indenture, &c. Between *A. B.* and *E.* his wife of the first part, *G. D.* and *E. F.* of the second part, and *G. H.* and *I. K.* of the third part: Whereas in the Term of &c. last past a Fine, our cognizance de droit come ceo, &c. with Proclamations

Another upon a Fine and Recovery of several things already had.

mations according to the Statute in such case made and provided; was levied between the said C. D. and E. F. plaintiffs, and the said A. B. and E. his wife deforciant of the Mannor of *G. &c.* by the name of *G. &c.* And whereas the said G. H. and I. K. did in the said Term by Writ of entry, *sur disseisin en le post*, recover against the said C. D. and E. F. one Messuage in B. *G. &c.* by the name of *G. &c.* in which Recovery the said C. D. and E. F. did vouch to warranty the said A. B. who thereupon entred into the warranty, and vouched over the common Vouchee; proceeding in all things therein, according to the form and order of common Recoveries for assurance of Lands, Tenements, and Hereditaments used and accustomed, as in and by the several Records of the said Fine and Recovery, remaining in his Majesties Court of *Common Pleas*, reference being thereunto had, more fully and at large it doth and may appear. Now witnesseth this present Indenture, that the true intent and meaning of the said A. B. and E. his wife, and of the Cognizees and Parties to the said Fine; and also of the said Recoverors, and Parties to the said Recovery, and of all and every Parties to these presents; before and at the several and respective Time and Times, of the acknowledging and levying of the said Fine, and of the suffering of the said Recovery, for and concerning the said Mannor, Lordship, Messuage, Lands, Tenements, Hereditaments, and Premises, whereof the said Fine and Recovery were severally and respectively levied, suffered, and had, as aforesaid, alwaies was, and yet is; that as well the said Fine as Recovery, and all and every Fine and Fines, Recovery and Recoveries of the said Mannor of M. *G. &c.* and Messuage and Lands in B. and all other the Premises with the Apurtenances, respectively at any Time formerly had, levied, suffered, or executed, whereunto the said A. B. and E. his wife, or the said A. B. singly was and is in any wise Party, and all and every the executions of the same, should and

and shall be and shure; to the uses, intents, and purposes; and under the provisions, conditions, and limitations hereafter, in these presents expressed, limited, and declared: And that the said Recoverors, and either of them and all the Parties to the said Recovery, and their Heirs; and all other Person and Persons, and his and their Heirs, who then were and now are, or hereafter shall be seized of the said Messuage, Lands, Hereditaments, and Premises contained in the said Recovery, should and shall stand and be seized thereof, and of every part and parcel thereof with the Appurtenances; to the uses, purposes, and intents hereafter expressed: And that the Cognizees of the said Fine and either of them, and all the Parties to the said Fine, and the Heirs of them, and every of them, and all and every other Person or Persons, and his and their Heirs, who at the Time of levying of the said Fine, were or now are, or hereafter shall be seized of the said Manner, &c. Lands, Tenements, Hereditaments, and Premises comprized in the said Fine and every of them, should and shall stand and be seized thereof, and of every part and parcel thereof with the Appurtenances, to the uses, intents, and purposes hereafter, in these presents expressed; and to no other use, intent, or purpose whatsoever: That is to say, To the use and behoof of &c.

18. **This** Indenture, &c. Between *A. B.* of *Upon a* the one part, and *C. D.* and *E. F.* of the other *Fine Recovery* part: Witnesseth, That the said *A. B.* in consideration &c. [set down the grounds and reasons of other causes and considerations him hereunto moving, *vide* Chap. 2.] and for other good *viences* to doth covenant and grant for him, his Heirs, Executors, and Administrators, to and with the said *C. D.* and *E. F.* and either of them, their and either of their Heirs, Executors, and Administrators and every of them by these presents, in manner and form following: That is to say, That he the said *A. B.* or his Heirs, before the Feast of &c. now next ensuing; shall and will at the cost and

charges of him the said *A B.* his Heirs, Executors, and Administrators, sufficiently by Fine or Fines, Recovery or Recoveries; or other sufficient conveyances and assurances in the Law, convey and assure unto the said *C. D.* and *E F.* and to their Heirs or the survivors of them and his Heirs: All that his Mannor, &c.

Uses.

19. And it is covenanted, granted, concluded, descended and agreed by, and between the Parties to these presents, and their Heirs: That the said Fine or Fines, Recovery or Recoveries, and other good and sufficient conveyances and assurances, to be had, made, levied, suffered, and executed by, the said *A. B.* or his Heirs to the persons aforesaid, or to the survivor of them, his or their Heirs; before the said Feast of &c. shall be and shall be deemed, construed, reputed, and taken to be, to the uses, intents, and purposes hereafter mentioned, and to no other use, intent, or purpose whatsoever: That is to say, To the use and behoof of &c. — Or thus, and it is covenanted, granted, concluded, and agreed by, and between the said Parties to these presents; for themselves and their Heirs respectively: That the said Fines, Recovements, Conveyances, and Assurances, for touching, or concerning the said Mannor, &c. to be made, levied, suffered, and executed as aforesaid, shall be; and the person or persons to whom the said conveyance and Estates shall be made and executed as aforesaid, and his or their Heirs, shall stand and be seized of the Premises and every part thereof: To the uses, intents, and purposes, hereafter mentioned, and to none other use, intent, or purpose whatsoever: That is to say to the use of &c. — Or thus, And it is covenanted, &c. That he the said *A. B.* or his Heirs, shall and will within the space of &c. next ensuing the Date hereof, by good and sufficient conveyance and assurance in the Law, sufficiently convey and assure unto the said *C. D.* and *E. F.* and their Heirs, or to the survivor of them and his Heirs, All that his Mannor, &c. And it is covenanted, granted, concluded, and agreed

*Heir Co-
venant*

agreed by, and between the said Parties to these presents ; for them and their Heirs respectively : That the said conveyance and assurances, so to be had and made as aforesaid, shall be and enure : And the said *C. D.* and *E. F.* and their Heirs immediately, from and after such conveyance and assurance so had and made, shall stand and be seized of, and in all and singular the said Mannor, Lands, Tenements, and Hereditaments herein before mentioned, to be conveyed with their and every of their Appurtenances, to the uses, intents, and purposes hereafter, in these presents set down, expressed, and declared, and ~~shall~~ no other use, intent, or purpose whatsoever : That is to say : To the use of &c.

20. **THIS** Indenture, &c. Between *A. B.* of ^{Upon a} the one part, and *C. D.* and *E. F.* of the other ^{Feoffment} part : Witnesseth, That the said *A. B.* for and in consideration of a Marriage, &c. and for settlement in name and blood, &c. [vide Chap. 2.] Hath granted, aliened, enfeoffed, released, and confirmed, and doth by these presents, grant, alien, enfeoffe, release, and confirm unto the said *C. D.* and *E. F.* their Heirs, and Assigns for ever. All that Mannor, &c. And the Reversion and Reversions, Remainders and Remainders thereof, and of every part thereof, and all and every the Rent or Rents thereupon reserved, due or payable, or upon any part thereof : To have and to hold the said Mannors, &c. unto the said *C. D.* and *E. F.* their Heirs and Assigns for ever, to the several uses, intents, and purposes, and under the several provisoes, conditions, and limitations hereafter, in and by these presents, expressed, limited, and declared, and to or for none other use, intent, or purpose whatsoever : That is to say, &c.

21. **THIS** Indenture, &c. Between *A. B.* of ^{Upon a co-} the one part ; and *C. B.* one of the Sons of the ^{venant so} said *A. B.* of the other part : Witnesseth, That ^{stand sei-} whereas the said *A. B.* is lawfully seized in his ^{zed, &c.} Demesne as of Fee, of and in all that Messuage, &c. [setting down the particulars.] Now the said

said *A. B.* for and in consideration of the natural Love and Affection, which he the said *A. B.* hath and beareth unto his said Son *C. B.* and for the advancement and maintainance of the said *C. B.* and preferment to his Heirs, and for the establishing and setting of the said Messuage, Lands, and Premises, according to the true intent and meaning of the said *A. B.* in such manner and form as is hereafter expressed; and for divers good causes, and considerations, him the said *A. B.* hereunto moving: Doth for him, his Heirs, Executors, and Administrators, covenant and grant, to and with the said *C. B.* his Heirs, Executors, and Administrators, That he the said *A. B.* and his Heirs; and all and every other person or persons, and his and their Heirs, which now stand and be seized of, and in the said Messuage, Lands, and Premises, and of every or any part or parcel thereof; shall from henceforth stand and be seized thereof, and of every or any part or parcel thereof, to the use and behoof of the said *A. B.* for and during the Term of his natural Life, and from and after his decease, to the use and behoof of the Heirs Males of the Body, of the said *C. B.* lawfully to be begotten, and for want of such Issue to the use of the Heirs of the Body of the said *C. B.* lawfully to be begotten, and for want of such Issue to the use and behoof of the right Heirs of the said *A. B.* for ever.

Upon a barg. and sale for six months, and a grant and release of the Reversion. 22. This Indenture, &c. Between *A. B.* of the one part, and *C. D.* and *E. F.* of the other part: Witnesseth, That the said *A. B.* for and in consideration of the sum of 5 shillings of lawful money of England, to him in hand paid before, and release the sealing and delivery hereof, the Receipt whereof he the said *A. B.* &c. Hath granted, bargained, and sold; and by these presents, doth grant, bargain, and sell unto the said *C. D.* and *E. F.* their Executors, and Assigns, all that Messuage, &c. And the Reversion and Reversions, Remainder and Remainders thereof, and of every part or parcel thereof, together with all Rents and

and services reserved, upon all or any lease or leases of the Premises, or any part or parcel thereof. To have or to hold the said Messuage, or Tenement, &c. and all and singular other the Premises herein before mentioned and intended, to be hereby granted, bargained, and sold, with their and every of their Appurtenances, unto the said C. D. and E. F. their Executors, Administrators, and Assigns, from the Day of the Date hereof, for and during the full end and term of 6 Months from thence next ensuing, and fully to be compleat and ended: To the end that by vertue of these presents, and of the Statute of transferring uses into possession the said C. D. and E. F. may be in the actual possession of the Premises, and be inabled to take and accept of a grant, and release of the same, to them the said C. D. and E. F. their Heirs and Assigns for ever. — Or thus, To the end that the said C. D. and E. F. may by vertue hereof, and of the Statute of transferring uses into possession, be in the actual possession of the said Messuage, Lands, and Premises, and be inabled to take and except of a grant, and release of a Reversion and inheritance thereof, to them and their Heirs: In Witness, &c.

13. *This* Indenture made, &c. Between *A. B.* *The release* of the one part, and *C. D.* and *E. F.* of the other *and grant* part: Whereas the said *A. B.* by Indenture bear-*of the Re-*ing Date the &c. Day of this instant *January.* *version* [it must bear Date a Day or two after the Lease,] for the consideration therein mentioned, did grant, bargain, and sell, unto the said C. D. and E. F. All that Messuage, &c. And the Reversion and Reversions, Remainder and Remainders of the same, and of every part or parcel thereof, and all Rents and Services reserved upon any Lease or Leases made of the Premises, and every part or parcel thereof: To have and to hold the said Messuage or Tenements, Lands, and Premises, and every part or parcel thereof with the Appurtenances unto the said C. D. and E. F. their Executors, Administrators, and Assigns, from the Date
of

† *vide cap.*
2.

Uses.

of the said recited Indenture, for and during the Term of six Months from thence next ensuing and fully to be compleat and ended: By Vertue whereof, and of the Statute of transferring uses into Possession; the said *C. D.* and *E. F.* were, and yet are in the actual Possession of the Premises; as by the said recited Indenture, Relation being thereunto had more fully and at large it doth and may appear: Now Witnesseth this present Indenture, That the said *A. B.* for and in consideration *&c.* † and for divers good causes and considerations him hereunto moving: Hath granted, released, and confirmed, and doth by these presents, grant, release, and confirm unto the said *C. D.* and *E. F.* their Heirs and Assigns; all that the aforesaid Messuage, or Tenement, Lands, Hereditaments, and Premises, with the Appurtenances, and every part and parcel thereof, and all the Estate, Right, Title, Interest, claim, and demand whatsoever, of him the said *A. B.* of, in, and to the Premises, and every part and parcel thereof: And the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof: And all Rent and Rents, and other services reserved or payable, upon any demise or demises, Lease or Leases, of the Premises, or any part or parcel thereof: To have and to hold the said Messuage, or Tenement, Lands, and Hereditaments, and Premises, and every part thereof with the Appurtenances, mentioned or intended, to be hereby granted, released, and confirmed, unto the said *C. D.* and *E. F.* their Heirs and Assigns for ever: To the several uses, intents, and purposes hereafter, in these presents mentioned and declared, and to no other use, intent, or purpose whatsoever: That is to say, To the use and behoof of the said *A. B.* and his Assigns, for and during the Term of his natural Life, without impeachment of, or for any manner of wast, and with liberty and power to commit any wast: And from and after the decease of the said *A. B.* to the use and behoof of, *&c.*

24. **This** Indenture, &c. Between *A. B.* of *upon a* the one part, and *C. D.* and *E. F.* of the other *Feoffment* part: Whereas the said *A. B.* did by his Indenture of Feoffment bearing Date the &c. made *unexecu-* between the said *A. B.* of the one part, and the said *sed.*

C. D. and *E. F.* of the other part; give, grant, alien, enfeoffe, and confirm unto the said *C. D.* and *E. F.* and their Heirs; All that Messuage, or Tenement, and Lands, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof: And all the Estate, Right, Title, Interest, Possession, Property, Claim, and Demand whatsoever; of him the said *A. B.* of, in and to the same, and of, in and to every part and parcel thereof. To have and to hold the said Messuage, or Tenement, Lands, Hereditaments; and all and every other the Premises, with their and every of their Appurtenances, unto the said *C. D.* and *E. F.* their Heirs and Assigns for ever: Now witnesseth this present Indenture, And it is hereby declared, that the true intent and meaning of the said *A. B.* and of all the Parties to the said recited Indenture or deed of Feoffment, and to these presents was and yet is, that the said Deed of Feoffment, and the full force effect, and execution thereof, should and shall be and inure of for touching and concerning all and every the said Messuage, Lands, Tenements, and Hereditaments with their and every of their Appurtenances; to the uses, intents, and purposes, and under the provisos, conditions, and limitations hereafter mentioned and expressed. And the said Feoffees, their Heirs and Assigns, should and shall stand and be seized thereof, and of every part and parcel thereof with the Appurtenances; to the same uses, intents, and purposes; and to no other use, intent, or purpose whatsoever: That is to say, To the use of &c.

C H A P. VI.

The several Forms of indorsing of Livery made, and of Attornments.

Livery by Feoffor to Feoffee.

1. **M**emozandum, That this fifteenth Day of *January*, Anno Domini 1665. Peaceable and quiet possession and seisin, of the said Messuage, Lands, and other the Premises in this Deed conteyned, was delivered by the within named *A. B.* to the within named *C. D.* according to the form and effect of this Deed, in the presence of those whose names are hereunto subscribed.

Livery made by Attorney.

2. **M**emozandum, That the fifth Day of *Oct.* Anno Domini, 1665. Peaceable and quiet possession and seisin, of the Mannor, Messuages, Lands, Tenements, and Hereditaments within specified, was taken had and delivered by *E. F.* and *G. H.* the Attorneys within named, to the within named *C. D.* according to the Tenor and true meaning of this present Indenture, in the presence of those whose names are hereunto subscribed.

Another.

3. **M**emozandum, That the Day and Year within written, full and peaceable possession of all and singular the Lands, Tenements, and Hereditaments within granted, or mentioned to be granted; was taken and had, by the within named *E. F.* for and in the name of *A. B.* within mentioned; and afterwards was for and in the name of the said *A. B.* delivered by the said *E. F.* unto the within named *C. D.* according to the authority within given: To hold to him the said *C. D.* his Heirs and Assigns, according to the form and effect of this present Deed: in the presence of those whose names are hereunder written.

Another.

4. **I**n case the liberty be made by force of a Letter of Attorney not mentioned in the Deed: Then the indorsement may be thus: **M**emozandum, That full quiet and peaceable possession of all and every the Messuage and Lands, within mentioned

tioned to be granted, was taken and had by I. H. the Attorney of the within named A. B. by force and vertue of a Letter of Attorney to the said I. H. in that behalf made by the said A. B. bearing Date the &c. for and in the name of the said A. B. and was afterwards by the same authority, for and in the name of the said A. B. delivered by the said I. H. unto one G. H. the Attorney of the within named C. D. thereunto lawfully authorized, by force and vertue of one Letter of Attorney made by the said C. D. unto the said G. H. in that behalf bearing Date the &c. according to the form and effect of this present Deed the 20th Day of *March*, Anno Domini 1665. in the presence of those Persons whose names are hereunto subscribed.

5. *Memorandum*, That the within named E. *Attorney*. F. lessee of all and every the Messuage and Lands *ment*. within mentioned, having heard this present Indenture read, and taken perfect notice and knowledge thereof, and of all the contents thereof; doth consent and agree thereunto, and doth Attorn Tenant to the within named C. D. for the said Messuage, Lands, and Premises the 20th Day of &c. Anno Domini 1666. in the presence of those whose names are hereunto subscribed.

6. *Memorandum*, That the within named E. *Another*. F. lessee of all and every the Messuage and Lands within mentioned, after the sealing and delivery of these presents and perfect notice thereof taken by him, and of the contents thereof did the Day of &c. in the Year within mentioned Attorn unto the within named C. D. upon the said grant, according to the form and effect thereof, by the payment of two Pence of lawful Money of *England*, in the name of Attornement, in the presence of &c.

7. *Memorandum*, That R. C. of &c. *Another*. G. a Gentleman, and the rest of the Tenants and Farmers of the within mentioned Premises, by virtue of several Leases made unto them by the within named A. B. having all of them had perfect notice of

of this present grant, did severally Attorne and become Tenents of, and for their severall and respective interests in the Premisses, to the within named C. D. this present Tenth Day of *Oct.* in the Year within written; and the said Tenents have every of them given unto the said C. D. one Penny in the name of Attornement, in the presence of *Oct.*

An Attornement by a Collateral Deed.

8. This Indenture made the *Oct.* Between A. B. of the one part, and C. D. of the other part: Whereas the said A. B. is seized in his demesne as of freehold, for and during the the Term of his natural Life, of and in *Oct.* by Vertue of a Lease to him thereof made, by I. K. of *Oct.* Esquire, by his Indenture bearing Date the *Oct.* And whereas the said I. K. by his Deed indented bearing Date the *Oct.* Hath granted the said Messuage, Lands, and Premisses, with the Appurtenances, and the Reversion thereof to the said C. D. as in and by the said Indentures more at large appeareth: Now this Indenture witnesseth, that the said A. B. for divers good reasonable causes and considerations him hereunto moving; Hath consented, agreed, attorned, and become Tenant; and by these presents doth content, agree, attorne, and become Tenant to the said C. D. and to the said grant to him made of the said Messuage, Land, and Premisses, and the Reversion thereof, and in the name of Attornement, and seisin of the Rent, reserved upon the said Lease thereof; hath at and before the making of these presents, paid to the said C. D. one half years Rent, due for the said Messuage, Lands, and Premisses, at our Lady-Day last: Which the said C. D. hath accepted of and from the said A. B. as from his Tenant, and in name of seisin thereof and Attornement to the said grant to him thereof made as aforesaid, accordingly. In witness whereof the Parties above named, *Oct.*

Livery and Attornement together.

9. Memorandum, that the 4th Day of May, in the Year of our Lord 1665. Peaceable and quiet possession and seisin of the Mannor, Messuages,

suages, Lands, Tenements, and Hereditaments within specified, was taken had and delivered by the Attorneys within named, to the within named C. D. according to the tenor and true meaning of this present Indenture, and likewise the Day and Year abovesaid, E. F. G. H. and I. K. &c. being Tenents of the Premises by several Leases to them made of their respective Tenencies did severally attorn Tenents to the said C. D. according to this present grant, whereof they and every of them had full and perfect notice at the Time of their said respective Attornements: All which was done in presence of the persons whose names are hereunto subscribed.

C H A P. VII.

The Forms of Limitations of Uses, [vide before Chapter the 5th.] the several Forms of introducing Uses upon Wines Recoveries and Conveiances: Now follows the limitations of the Uses.

1. **A**ND it is covenanted, granted, concluded, Limitati-
condiscended, and fully agreed by, and *ons for*
and between all the said Parties to these presents, *Life.*
for themselves and their Heirs respectively: That
the said Fine or Fines, Recovery or Recoveries,
conveiances and assurances to be had, made, and
executed, according to the purport and true
meaning of these presents; of, and in the said
Mannors, Lands, Tenements, Heredita-
ments, and Premises, and every of them and
the execution thereof; shall be, and for ever shall
be adjudged, deemed, and taken to be: And also
that the said C. D. and E. F. and their Heirs, and
the Survivor of them and his Heirs, shall stand
and be seized of, and in all and singular the said
Mannors, Lands, Tenements, Hereditaments, and
Premises, and of and in every part and parcel
thereof

thereof with the Appurtenances; to and for the several and only uses, behoofs, intents, and purposes, and upon and under the limitations, Provisoos, conditions, liberties, and agreements hereafter mentioned: That is to say, of, in and to all that Capital Messuage or Tenement, with the Appurtenances, being parcel of the Premises, commonly called or known by the name of *W.C.* situate and being in *F.* aforesaid in the said County of *D.* now or late in the tenure or occupation of *W.C.* and of, in and to all, and singular the Houses, Edifices, Buildings, Lands, Meadows, Pastures, Feedings, and Hereditaments whatsoever, with the Appurtenances to the said Capital Messuage or Tenement belonging or appertaining, or therewithall, now or heretofore usually occupied or enjoyed, or accepted, reputed or taken, as part parcel or member thereof, or appurtenant thereunto; and the Reversion and Reversions, Remainder and Remainders thereof; to the Uses of the said *C.B.* Son and Heir apparent of the said *A.B.* and of *D.B.* Wife of the said *C.B.* for and during the Term of their natural Lives, and of the Life of the longer Liver of them, without impeachment of waste, during the natural Life of the said *C.B.*

*To the
Husband
for Life
and after
to the Wife
for a Joynture.*

2. *To* the use of the said *A.B.* for and during the Term of his natural Life without impeachment of or for any manner of waste, and with full power to do or commit waste. — Or thus, Without impeachment of waste only, in and for Woods, under Woods, and Timber Trees standing, growing, or being, or which at any Time hereafter shall stand, grow, or be in or upon the Premises before mentioned or any part or parcel thereof: And from and after the decease of the said *A.B.* then to the use and behoof of the said *E.* his wife, for and during the Term of her natural Life, in the name of her Joynture, and in full recompence and satisfaction of her Dower; which she the said *E.* shall or may have out of or to the Lands, Tenements, or Hereditaments of the said *A.B.* in
case

case she shall happen to survive the said *A. B.*

— Or thus, In full Recompence of her Dower and Title of Dower, to or out of all the Mannor, Lands, Tenements, and Hereditaments, whereof the said *A. B.* had, now hath or hereafter shall have, during the coverture between him and the said *A. B.* any Estate of Inheritance.

3. **Provided** alwaies, and it is intended, and *Proviso* agreed by, and between all the said Parties to *to make* these presents; that if the said *E. B.* shall or do *void a* at any time or times hereafter, from and after *Jointure* the decease of the said *A. B.* her Husband, (if *upon claim* she shall survive and over Live the said *A. B.*) *of other* commence and prosecute, or cause to be commen- *Lands for* ced and prosecuted any action or suit whatsoe- *Dower.* ver, for any Dower of, out of, or in any the Mannors, Lands, Tenements, or Hereditaments; whereof or wherein the said *A. B.* her Husband had any Estate of Inheritance, during the cover- ture between him and the said *E.* and shall not hold her self satisfied with the said Capital Mes- suage, Lands, Tenements, and Hereditaments, in or by these presents limited, meant, or intended to, and for her Jointure and Dower; that then and from thenceforth the use before limited to the said *E. B.* of, in and unto the said Capital Mes- suage, Lands, and Tenements, shall cease and be void. And the said Recoveyors and Cognizees and their Heir, or the Survivor or Survivors of them, his and their Heirs, shall stand and be seized of *Proviso to* the said Capital Messuage, Lands, Tenements, and *make void* Hereditaments with the Appurtenances, whereof *a use limi-* such use was as aforesaid limited unto the said *E.* *ted to the* and of every part and parcel thereof, to the *Wife in* use and behoof of the right Heirs of the said *A.* *case she go* *about to* *B.* for ever.

4. **Provided** alwaies nevertheless, and it is *depart with* agreed by, and between the said Parties to these *her Estate,* presents; that if it shall fortune that the said *E.* *and to li-* *B.* shall at any time hereafter during the Life of *mit over* the said *A. B.* be fully resolved and determined *the said li-* jointly with the said *A. B.* or otherwise by any *ses.*

ways or means, directly or indirectly, to levy any Fine or suffer any Recovery, or do or assent to do any act or thing by matter of Record or otherwise, whereby the Estate before limited of, and in the Premises to her the said *E. B.* for Term of her Life, or any lesser Estate, derived out of her said Estate, of and in the said Capital Messuage, Lands, and Premises, or any part or parcel thereof, shall or may pass or be altered, taken away; charged, incumbered, or devested out of or from the said *E. B.* and shall attempt or go about to put inure any such full and perfect resolution and determination, that then and immediately after such attempt or going about, the said use and Estate for Life, of and in the Premises before limited and appointed, to the said *E. B.* as touching all the same Premises, or such part or parcel thereof, touching which such attempt or going about shall be had or made shall cease and be void as touching and concerning the said *E. B.* and that then and from thenceforth, the said Fine and Recovery, conveyance and conveyances to be had and made to the said *C. D.* and *E. F.* and to their Heirs or the Heirs of one of them, after the said Estate for Life before limited and appointed, to the said *A. B.* ended and determined shall be, and the said *C. D.* and *E. F.* and their Heirs, and the Heirs of either of them; shall stand and be seized of, and in all the said Premises, or such part or parcel thereof, touching which such attempt or going about, shall be had or made to the use and behoof of *C. B.* Son and Heir apparent of the said *A. B.* and of *D. B.* second Son of the said *A. B.* and their Heirs, for and during the Life of the said *E. B.* to the end, intent, and purpose, that they the said *C. B.* and *D. B.* and the Survivor of them, or the Heirs of the Survivor of them after the decease of the said *A. B.* (in case the said *E.* shall happen to overlive the said *A. B.*) shall or may grant over their Estate to the said *E. B.* in the Premises within 6 Weeks after

after the decease of the said *A. B.* And that after the decease of the said *A. B.* and the said *E. B.* then the said Fine and Recovery, and other Assurances shall be and remain, as to the said Capital Messuage, Lands and Tenements, to the uses and behoofs before, in and by these presents lyimited, and appointed to begin and take place after the decease of the said *A. B.* and *E.* his Wife.

5. *To* the use of the said *A. B.* for the Term *For Years* of his natural Life, and from and after his decease *determin-* to the use and behoof of the said *C. B.* one of *able upon a* the younger Sons of the said *A. B.* for the Term *Life.* of 60. Years, to commence immediately from, and after the decease of the said *A. B.* if he the said *C. B.* shall, and do so long live, and from and after the end or determination of the said Estate, or Interest before limited to the said *C. B.* then to the use of *&c.* If the use be lyimited of part of the Lands before limited to *A. B.* then say thus. To the use of the said *A. B.* for Term of his natural Life, and from and after his decease as to such and such Lands [setting forth the certainty of them] being parcel of the premises before limited to the said *A. B.* for Term of his Life, to the use and behoof of the said *C. B.* one of the younger Sons of the said *A. B.* for the Term of 60. Years to commence immediately from and after the decease of the said *A. B.* if he the said *C. B.* shall and do so long live, and from and after the end and determination of the said Estate or Interest before limited to the said *C. B.* then to the use of *&c.* And as for touching, and concerning the remainder of the premises before limited to the said *A. B.* for Term of his Life, being *&c.* [set down the particulars of it] to the use and behoof of *D. B.* one other of the Sons of the said *A. B.* for the Term of 21. *Term of* Years to commence immediately from and after *Years.* the decease of the said *A. B.* and from and after the end and determination of the said Estate or Interest limited to the said *D. B.* To the use of *&c.*

Limitations of uses in Tale to 1. 2. 3. 4. &c. Sons.

6. And from and after the decease of the said *A. B.* and *E.* his Wife; then to the use and behoof of the Heirs of the Body of the said *A. B.* lawfully begotten on the Body of the said *E. B.* — Or thus: And as touching and concerning the immediate remainder of the said Capital Messuage, Lands, &c. before particularly limited, or mentioned, or meant to be limited to the use of the said *E. B.* for her Joynture as aforesaid, immediately from and after the decease of the said *A. B.* and *E. B.* and of the longer liver of them, and the immediate Remainder of the said Lands, &c. whereof no use is before limited to the said *E. B.* from and after the decease of the said *A. B.* to the only use and behoof of the first Sonne of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully begotten, or to be begotten; and of the Heirs, Males of the Body of such first Son lawfully to be begotten: And for default of such Issue, then to the use and behoof of the second Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully begotten, or to be begotten; and of the Heirs, Males of the Body of such second Son lawfully begotten: And for default of such Issue to the use and behoof of the second Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully to be begotten; and of the Heirs, Males of the Body of the said third Sonne lawfully to be begotten: And for default of such Issue to the use and behoof of the fourth Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully begotten, or to be begotten; and of the Heirs, Males of the Body of such fourth Son lawfully begotten: And for default of such Issue then to the use and behoof of the fifth Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully begotten, or to be begotten; and of the Heirs, Males of the Body of such a fifth Son lawfully begotten, &c. [even to the ninth or tenth Sons:] And for default of such Issue to the use and behoof of all and every other Son and Sons, of the said *A. B.* on the Body of the said *E. B.*

law.

lawfully to be begotten; and of the Heirs, Males of the Body of every such Son and Sons; the elder Son and the Heirs, Males of his Body being always preferred before the younger Son; and the Heirs, Males of his Body, according to the Seniority and Priority of Birth and Age: And for default of such Issue to the use and behoof of the Heirs of the Body of the said *A. B.* and for default of such Issue to the use and behoof of the right Heirs of the said *A. B.* forever.

7 To the use and behoof of the said *A. B.* for, *Another* and during the term of his natural Life; and from to Sons and after the decease of the said *A. B.* to the use *already* and behoof of the said *E. B.* for, and during the *born.* term of her natural Life for her Joynture, &c. [*vide* before *Set. 20.*] And from and after the decease of the said *A. B.* and *E. B.* and of the longer liver of them, to the use and behoof of *C. B.* the eldest Son and Heir apparent of the said *A. B.* and of the Heirs, Males of the Body of the said *C. B.* lawfully begotten, and to be begotten: And for default of such Issue, to the use and behoof of *D. B.* second Son of the said *A. B.* and of the Heirs, Males of the Body of the said *D. B.* lawfully begotten, or to be begotten: And for default of such Issue to the use and behoof of *E. B.* third Son of the said *A. B.* and of the Heirs, Males of the Body of the said *E. B.* lawfully begotten, or to be begotten: And for default of such Issue to the use and behoof of the † fourth Son of the said *A.* † *In case* *B.* on the Body of the said *E. B.* his Wife, law- *there be no* fully to be begotten; and of the Heirs, Males of *more Sons* the Body of such fourth Son lawfully to be begot- *born, time* ten: And for default of such Issue to the use and *of the limi-* behoof of the fifth Son of the Body of the said *ation.* *A. B.* on the Body of the said *E. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such fifth Son lawfully to be begotten: And for default of such Issue, then to the use and behoof of all and every other Son and Sons of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully to be begotten successively one after

the other; and in order, as they shall succeed and be in seigniority of age and priority of birth; and of the Heirs, Males of the several and respective Bodies of all and every such other Son and Sons, lawfully to be begotten: And for default of such Issue to the use and behoof of the Heirs of the Body of the said *A. B.* lawfully begotten, or to be begotten: And for default of such Issue to the only use and behoof of the right Heirs of the said *A. B.* for ever.

Limitation

to the Fa-

ther for

life: after

to the Son

and his

Wife re-

mainder to

1, 2, 3. &c.

Sons of him

in Tail re-

mainder to

the Fathers

other Sons

in tail, &c.

† This form

is to be u-

sed in case

they have

no Sons

at the time

of the limi-

tation: if

they have,

then they

are to be

named,

&c. as be-

fore.

To Sons

for life re-

mainder in

Tail.

8. To the use and behoof of the said *A. B.* for, and during the term of his natural Life without impeachment of waste, and with full power to commit waste: And from and after the decease of the said *A. B.* to the use and behoof of *C. B.* Son and Heir apparent of the said *A. B.* and his Assigns, for and during the Term of his natural Life, and from and after the decease of the said *C. B.* to the use and behoof of *E. B.* Wife of the said *C. B.* and her Assigns, for and during the Term of her natural Life in recompence and satisfaction of her dower, &c. [*vide* sec. 2.] and immediately from and after the deaths of the said *C. B.* and *E. B.* and of the Survivor of them, to the only use and behoof of the first † Son of the Body of the said *C. B.* on the Body of the said *E. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such first Son lawfully to be begotten: And for default of such Issue to the use and behoof of the second Son of the Body of the said *C. B.* on the Body of the said *E. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such second Son lawfully to be begotten, &c. and [so to 2. 4. 5. 6. 7. 8. 9. and 10. Sons] And for default of such Issue to the use of all and every other Son and Sons of the Body of the said *C. B.* on the Body of the said *E. B.* lawfully to be begotten; successively one after the other, as they shall be Born, and shall be in Seigniority of Age; and the Heirs, Males of their several Bodies lawfully to be begotten. And for default of such Issue to the use and behoof of *F. B.* second Son

of

of the said *A. B.* for, and during the Term of his natural Life, without impeachment of, or for any manner of waite: And from and after his decease, to the use of the first Son of the Body of the said *F. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such first Son lawfully to be begotten: And for default of such Issue to the use and behoof of the second Son of the said *F. B.* lawfully to be begotten; and of the Heirs; Males of the Body of such second Son lawfully to be begotten: And for default of such Issue to the use and behoof of the third Son of the Body of the said *F. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such third Son lawfully to be begotten: [And so to 4. 5. 6. 7. &c.] And for default of such Issue to the use and behoof of all, and every other Son and Sons of the said *F. B.* lawfully to be begotten successively, as they shall be in Priority of Birth, and Seigniority of Age; and of the Heirs, Males of their several Bodies lawfully to be begotten: And for default of such Issue to the use and behoof of *G. B.* and his Assigns, third Son of the said *A. B.* for and during the Term of his natural Life, without impeachment of, or for any manner of waite; and from and after the decease of the said *G. B.* to the use and behoof of the first Son of the Body of the said *G. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such first Son lawfully to be begotten: And for default of such Issue to the use and behoof of the second Son of the Body of the said *G. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such second Son lawfully to be begotten: And for default of such Issue to the use and behoof of the third Son of the Body of the said *G. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such third Son lawfully to be begotten: [And so to the 4. 5. 6. 7. &c. Sons] And for default of such Issue to the use and behoof of all and every other Son and Sons of the said *G. B.* successively as they shall be in Priority of Birth, and

Seigni-

Seniority of Age; and of the Heirs, Males of their several Bodies lawfully to be begotten: And for default of such Issue to the use and behoof of *H. B.* fourth Son of the said *A. B.* for, and during the natural Life of the said *H. B.* without impeachment of or for any manner of waist, and from and after the decease of the said *H. B.* to the use and behoof of the first Son of the Body of the said *H. B.* Lawfully to be begotten; and of the Heirs, Males of the Body of such first Son, lawfully to be begotten: And for default of such Issue to the use and behoof of the second Son of the Body of the said *H. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such second Son lawfully to be begotten: And for default of such Issue to the use and behoof of the third Son of the Body of the said *H. B.* lawfully to be begotten; and of the Heirs, Males of the Body of such third Son lawfully to be begotten: [And so to 4. 5. 6. 7. &c. Sons] And for default of such Issue to the use and behoof of all, and every other Son and Sons of the said *H. B.* successively as they shall be in Priority of Birth, and Seniority of Age; and of the Heirs, Males of their several Bodies lawfully to be begotten: And for default of such Issue to the use and behoof of the fifth Son of the Body of the said *A. B.* lawfully to be begotten on the Body of *M. B.* now Wife of the said *A. B.* and of the Heirs, Males of the Body of the said fifth Son lawfully to be begotten: And for default of such Issue to the use and behoof of the sixth Son of the Body of the said *A. B.* on the Body of the said *M. B.* lawfully to be begotten; and of the Heirs, Males of the Body of the said sixth Son lawfully to be begotten: And for default of such Issue to the use and behoof of all and every the Son and Sons of the Body of the said *A. B.* on the Body of the said *M. B.* lawfully to be begotten successively as they shall be in Priority of Birth and Seniority of Age; and of the Heirs, Males of their several Bodies lawfully to be begotten: And for default of such Issue

† In case
A. B. hath
no more
Sons born
at the
time of the
limitation.

to the use and behoof of the Heirs of the Body of the said *A. B.* lawfully to be begotten: And for default of such Issue to the use and Behoof of the right Heirs of the said *A. B.* for ever.

9. **Prohibited** Always, and it is fully concluded, condescended unto, granted and agreed by, *Proviso to* and between all the said Parties to these presents *preserve* *Estates to* for them and every of them, and for their and *Children* every of their Heirs, and the true intent, and en ventre meaning of these presents is, notwithstanding any samere limitation of the use and uses aforesaid: That if *&c. vide* it shall hereafter happen the said *A. B.* or the *Sect. 15.* said *C. B. F. B. G. B. and H. B.* Sons of the said *A. B.* or any of them, or any of the Issue; Male of the several Bodies of them, or any of them inheritable; or which shall be inheritable, of or to the Premises before mentioned, by Force of these presents and of the uses before limited and expressed, (or of or to any part or parcel thereof) to die and depart this World: The Wife or Wives of them, or any of them being with Child, or concerned with Child, at or before the Time of his or their Death, of or with any such Son or Sons, or Issue Male, as by the true intent and meaning of these presents, or of any the limitations or declarations, of the use or uses aforesaid, should or ought after the decease of his or their Father, to have had any Estate or use of or in the Premises or any Part thereof, if such Son or Sons, or Issue Male had been born in the Life-Time of his or their Father, that then and from and after the Birth of every such Son or Sons or Issue Male, the said several Fines and Recoveries, *&c.* Covenanted or mentioned to be had levied, knowledged, or suffered of the said Premises as aforesaid shall be, and shall be adjudged, construed and taken to be, and also that they the said *C. D. E. F.* [here name the Recoverors, Cognizees or Feoffees] and their Heirs, and the Survivor of them and his Heirs, shall stand, continue and be seized of all and singular the Mannors, Messuages, Lands, Tenements, Rents,

Rents, Reversions and Hereditaments, and every part and parcel thereof, or of, or in so much of the said Mannors, Messuages, &c. Whereof, or wherein every or any such Son or Sons, or Issue Male so to be born, should or ought by the true intent and meaning of the Limitations or Declarations of the use and uses aforesaid, or any of them after the Death of his or their Father to have had any Estate or use in the same: If such Son or Sons, or Issue Male had been born in the Life-time of his or their said Father, to and for the use of every such Son and Sons, or Issue Male so to be born as is aforesaid, and that of and under every such Estate, Degree, Order, Course, Quality, Condition and Limitation in all and every respects; and to all intents and purposes; as, if every such Son or Sons, or Issue Male had been born in the Life-time or Lives of his or their said Father; and with such Remainders and Limitations, over in use, as is before in or by these presents expressed.

Other Limitations in Taile to the brothers of the Feoffor, &c.

15. *To the use and behoof of the said A. B. and of the Heirs, Males of his Body lawfully begotten; and to be begotten; and for default of such Issue, then to the use and behoof of C. B. Brother of the said A. B. and of the Heirs, Males of his Body lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of D. B. one other of the Brothers of the said A. B. lawfully begotten, and to be begotten; And for default of such Issue, to the use and behoof of A. B. one other of the Brothers of the said A. B. and of the Heirs, Males of the Body of the said F. B. lawfully begotten, and to be begotten. And for default of such Issue then to the use and behoof of the right Heirs of the said A. B. for ever.*

11. *To the use and behoof of the said A. B. [the Feoffor, &c.] for and during the Term of his natural Life, and from and after his decease to the use and behoof of the said C. B. Son and Heir apparent of the said A. B. for and during the*

the Term of his natural Life, without impeachment of, or for any manner of waite, and with full power to commit waite, and from and after the decease of the said *C. B.* and of the said *A. B.* to the use and behoof of *E. B.* eldest Son of the said *C. B.* and of the Heirs, Males of his Body lawfully begotten and to be begotten; and for default of such Issue to the use and behoof of the third Son of the Body of the said *C. B.* on the Body of *I. B.* his now Wife begotten or to be begotten; and of the Heirs, Males of the Body such third Son lawfully to be begotten, &c. [So to the 4. 5. 6. 7. &c. Sons,] and for default of such Issue to the use and behoof of all and every other Son and Sons of the Body of the said *C. B.* on the Body of the said *I. B.* to be begotten, successively as they shall be in priority of Birth, and seigniority of Age, and of the Heirs, Males of their severall and respective Bodies lawfully to be begotten; and for default of such Issue to the use and behoof of *F. B.* second Son of the said *A. B.* and of the Heirs, Males of the Body of the said *F. B.* lawfully to be begotten, &c. [so to other the Sons of *A. B.*] And for default of such Issue, to the use and behoof of the Heirs Males of the Body of *G. B.* (deceased late Father of the said *A. B.*) lawfully begotten; and for default of such Issue, to the use and behoof of the Heirs, Males of the Body of *M. B.* deceased Grand-father of the said *A. B.* and for default of such Issue to the use and behoof of the right Heirs of the said *C. B.* for ever.

12. **And** it is covenanted, condiscended, and use en agreed by, and between the said Parties to these Fee, de- presents; that the said Recoverie so to be had *terminable* and executed as aforesaid, and the execution thereof shall be; and that all other Recovery and Recoveries, Fine and Fines, to be had, suffered, levied, or executed of the Premisses, or any part and parcel thereof, within one Year after the making and executing of the said Estate of the Premisses, to the said *C. D.* and *E. F.* and their

their Heirs as aforesaid shall be ; and that the said *C. D.* and *E. F.* and their Heirs, and all and every other Person or Persons, and his or their Heirs, which at any time hereafter shall be seized of the said Messuages or Tenements, and other the Premisses with the Appurtenances ; and of every or any part thereof, by vertue of any Recovery or Recoveries, Fine or Fines as aforesaid, shall stand and be seized of all, and singular the Premisses with the Appurtenances ; to the only uses, and intents hereafter mentioned, and expressed ; that is to say, to the use of the said *A. B.* and his Heirs until the said intended Marriage shall be had and solemnized between him, and the said *E. S.* And from and after the Marriage had and solemnized, between him and the said *E. S.* then to the use of the said *A.* and *E.* for and during the Term of their natural Lives, and the natural Life of the longer Liver of them, and after their decease to the use of the Heirs of the Bodies of the said *A.* and *E.* between them two lawfully begotten, and for lack of such Issue to the use of the right Heirs of the said *A. B.* for ever.

Until an intended Marriage had.

Special Tail.

Another.

13. To the use and behoof of the said *C. D.* and *E. F.* [the Cognizees or Recoverors,] and of their Heirs, until the solemnization of the said Marriage intended, between the said *A. B.* and *E. S.* And from and after the said Marriage had, and solemnized to the use and behoof of the said *C. D.* and *E. F.* and of their Heirs, for and during the natural Life of the said *E. S.* and from and after her decease, to the use and behoof of the said *A. B.* for and during the Term of his natural Life, and after the decease of the said *E. S.* and *A. B.* to the use and behoof of the Heirs of the Body of the said *E. S.* by the said *A. B.* begotten and to be begotten : And for default of such Issue, to the use and behoof of the said *A. B.* and of the Heirs of his Body lawfully begotten, and for want of such Issue, to the use and behoof

The Estate Tail vested in the Wife.

behoof of the right Heirs of the said *F. B.* [the father of *A. B.*] for ever.

14. *Provided* nevertheless, and it is the true *use limit-*
intent and meaning of all the Parties to these pre-*ed until*
sents; that if the said *A. B.* shall happen to die, *the Heir*
(living the said *E. S.*) leaving any Issue Male of *in Tail*
his Body, begotten on the Body of the said *E. S.* *come to*
(being his Son and Heir apparent) within the *age, I sup-*
Age of 23 Years; That then, and immediately in *pose it was*
every such case after the death of the said *A. B.* *to prevent*
the said Fine and Fines, &c. shall be adjudged, *Wardship.*
deemed, and taken to be 3; and the said Cogni-
zees, and their Heirs, shall stand and be seized
of the said Messuages, or Tenements, and Pre-
mises, to the use and behoof of the said *E. S.*
until every such Issue as aforesaid, shall accom-
plish his full Age of 21 Years, if the said *E. S.*
shall and do so long Live, and from and after the
decease of the said *E. S.* to the use of such Per-
son or Persons as the said *A. B.* shall by his last
Will and Testament, or other Writing under his
Hand and Seal, limit and appoint the same for and
during the said Minority: And after the said full Age,
accomplished then to the use and behoof of the
said Issue Male, and of the Heirs Males of his
Body lawfully to be begotten, &c. with Remain-
ders over.

15. *To* the use and behoof of the said *A. B.* *Another*
for and during the Term of his natural Life with-*form of li-*
out impeachment of or for any manner of *mitation*
wast, and from and after the decease of the said *during the*
A. B. and during the time that the said *C. B.* *Son Heirs mi-*
and now Heir apparent of the said *A. B.* or any *nority,*
other being Heir of the said *A. B.* shall be un-*with di-*
der the Age of 21 Years; and until some Heir of *cession for*
the said *A. B.* shall accomplish the Age of 21 *disposal of*
Years, to the use of the said *C. D.* and *E. F.* [the *the profits*
Cognizees or Feoffors,] and the Survivor of them, *until then.*
and of the Heirs of the Survivor of them; to the
intent and purpose that the said *C. D.* and *E. F.*
and the Survivor of them, and the Heirs of the
Survivor of them, shall take, perceive leavy, pos-
sels,

*Payment
of Lega-
cies.*

*Defending
of the Title*

*Reparati-
on of the
Buildings.*

*The Sur-
plusage to
remain to
the Heir.*

selfs, and enjoy the Rents, Issues, Profits, Revenues, Commodities, and Emoluments of all and singular the said Messuages, Lands, Tenements, and other the Premisses, with the Appurtenances, and the same to imploy, during such minority or minorities as aforesaid, for and towards the performance, payment and satisfaction of all the Bequests and Legacies to be mentioned, in the last Will and Testament of the said *A. B.* according to the tenor purport and true meaning of the said *A. B.* in and by his said last Will and Testament to be declared; and to the end, intent, and purpose, that the said *C. D.* and *E. F.* and the Survivor of them, and the Heirs of the Survivor of them; shall likewise with the said Rents, Profits, Revenues, Commodities, Issues, and Emoluments, Coming, growing, and arising of, and out of all and singular the said Messuages, or Tenements, Lands, and Premisses, bestow, and disburse from time to time the competent and necessary charges in the Law, and otherwise for the defence and maintainance of the Title and possession of all and singular the Premisses, and of every or any part thereof; and for the reparation and preservation of the Edifices and Buildings in, and upon all and every the Premisses, or any part thereof, necessary meet and fit to be disbursed and expended, until some Heir of the said *A. B.* shall have accomplished the Age of 21 Years. And for the surplusage that shall remain of the said Rents, Issues, Profits, Revenues, and Commodities, over and above the said Legacies and Bequests, to be devised as aforesaid; and over and above the said disbursements and expences, that the same shall and may remain and come to the use, profit, and benefit of the said *C. B.* or other Heir of the said *A. B.* that shall accomplish the full Age of 21 Years; and after the said *C. B.* or other Heir of the said *A. B.* shall have accomplished the said Age of 21 Years: That then the said *C. D.* and *E. F.* and their Heirs, shall stand and be seized of and in all and singular the said

said Messuage, &c. to the use of the said C. B. or such other heir of the said A. B. as shall so accomplish the said age, and of the heirs males of the body of the said C. B. or such other heir, and for want of such Issue to the use and behoof of the right heirs of the said A. B. for ever.

(15.) Make an Indenture tripartite between *Away to* A. B. of the first Part, C. D. and E. F. of the second *Preserve* Part, and G. H. and I. K. of the third part: *contin-* and let thereby A. B. covenant to levy a Fine to *gent uses* G. H. and I. K. of the Mannor of L. &c. And then *in case* add — And it is covenanted, granted, con- *the parti-* descended, agreed and declared by and between *cular E-* all the said Parties to these presents: That the *state de-* said Fine or Fines and all other Fine or Fines *termine* hereafter to be had and levied by and between *before* the said Parties to these Presents, or any of them *they* of the said Mannor and Premises, or any Part *come in* thereof are meant and intended to be, and im- *Esse.* mediately from and after the acknowledging and levying of the said Fine or Fines shall be taken, judged and construed to be and inure to the several uses, trusts and purposes hereafter mentioned: That is to say, to the use and behoof of the said A. B. and his Assigns for and during the term of his natural life: And from and after the deter- *Nota.* mination of the Estate of the said A. B. to the use and behoof of the said C. D. and E. F. and their heirs, for and during the natural life of the said A. B. to the end, intent and purpose, and in trust only to preserve the contingent remainders hereafter mentioned: And from and after the decease of the said A. B. to the use and behoof of the first Son of the body of the said A. B. lawfully to be begotten, on the body of E. B. his now wife, and of the heirs Males of the body of such first Son lawfully to be begotten. And for default of such Issue to the use and behoof of the second Son of the body of the said A. B. on the body of the said E. B. to be begotten and of the heirs males of such second Son, [and in like manner to 3, 4, 5, 6, &c.

*Limitati-
on for
issue en
ventre
sa mere.*

Nota.

*Limitati-
on of five
hundred
years for
payment
of dange-
rs par-
tions, if
no heir
male be.*

*The De-
claration
of the
trust, as
to the
Estate
of five
hundred
years.*

Sons] and for want of such Issue to the use and behoof of all and every other Son and Sons of the body of the said *A.B.* to be begotten on the body of the said *E. B.* successively one after the other, as they shall be in Seniority of Age and Priority of Birth, and the several and respective heirs males of their bodies, the elder and his heir male of his body to be alwaies preferred before the younger of them, and the heir male of his body. And for default of such Issue, in case the said *E.* shall be enseint at the time of the death of the said *A.B.* then to the use and behoof of the said *E.* until she shall be delivered of such Child, or die, which of them shall first happen, in trust only for the preservation, of the contingent remainder unto her Son, if she shall be enseint of a Son: and if such Child shall be a Son, then to the use and behoof of such after-born Son; and the heirs males of the body of such after-born-Son lawfully to be gotten. And for want of such Issue to the use and behoof of the said *C.D.* and *E.F.* and their Executors, Administrators and Assigns, for and during the term of five hundred years: And from and immediately after the end of the said Estate or Term of five hundred years to the use and behoof of the said *A.B.* and the heirs males of his body, and for want of such Issue to the use and behoof of the right heirs of the said *A.B.* for ever. And as for, touching and concerning the said Estate of five hundred years, herein before limited to the said *C.D.* and *E.F.* It is hereby declared, that the said Estate is so limited to them as aforesaid in trust, that they the said *C.D.* and *E.F.* or the Survivor of them, and the Executors, Administrators and Assigns of the Survivor of them, shall and may out of the yearly and accidental Rents, Issues and Profits of the said Mannor, Farm, &c. herein before limited to them, for the said Term of five hundred years, for default of Issue male, as aforesaid, levy, raise and pay the several Sums hereafter mentioned, as well for the

the Maintenance and Education, as for the Portion or Portions of the daughter or daughters of the said A.B. of the body of the said A.B. to be begotten (in case there shall be a Failure of Issue male of the body of the said A.B. on the body of the said E. to be begotten) in such manner and form as is hereafter expressed and declared: That is to say, The Sum of One thousand Pound of good and lawful Money of *England*, in case they shall have but one daughter between them two, for the Marriage Portion of such daughter, if such daughter shall not be preferred in marriage, by the said A.B. in his lifetime: And in case there shall be more than one daughter between them begotten, the Sum of One thousand pound a piece, of lawful Money of *England*, a piece for every such daughter, that shall not be preferred in Marriage in the life time of the said A.B. the said portion and portions to be payed to them respectively at their several ages of one and twenty years, or respective dayes of Marriage, which of them shall first happen. And in the meantime for the raising and paying to, or for such daughter or daughters, until their several portions shall become due and payable, as aforesaid, necessary and convenient maintenance at the discretion of the said Trustees, or the survivor of them, or the Executors or Administrators of the survivor of them.

And it is concluded and agreed by and between all the said Parties to these presents, and it is the true intent and meaning hereof, that when the several portions and Sums of Money aforesaid, shall be payed and satisfied to the said daughter or daughters, as aforesaid, according to the true intent and meaning of these presents: or if he or they to whom the Remainder or Reversion of the said Mannor, Farm, Lands, Tenements, Hereditaments and Premises shall be, remain or come by vertue of these presents, after the end or expiration of the said

*One thousand
and
Pound to
one
daughter,
One thousand
and a
piece if
more
daughters*

Maintenance before Portions payed.

Upon payment of the Portions the Estate for five hundred Years to be void.

Estate of Five hundred years, shall well and truly satisfy or pay, or cause to be satisfied or payed; or otherwise, secure to be satisfied or payed unto such Daughter and Daughters the said several sums, as aforesaid, That then immediately, from and after such payment made, or security given for payment of the said sum or sums, to such Daughter or Daughters, as aforesaid, according to the true intent and meaning of these presents, the said Estate or Term of five hundred years, herein before limited, to the said C. D. and E. F. as aforesaid, shall cease, determine, and be utterly void and of none effect.

*Other
contin-
gent uses.*

*To such
persons
as the
Wife by
her Will
shall ap-
point.*

*To such
as the
Husband
appoints
by Will.*

(16.) To the use and behoof of the said A. B. for and during the Term of his natural life, and from and after the decease of the said A. B. to the use and behoof of E. B. now wife of the said A. B. for and during the Term of her natural life; And from and after the decease of the said A. B. and E. his wife, Then to the use and behoof of such of the Children, between them the said A. B. and E. his wife to be begotten, and for such Estates as the said E. by her last Will and Testament, or by any other Writing, to be seald and subscribed by the said E. B. in her life time, in the presence of two or more credible Persons, shall limit, nominate and appoint: And if no such limitation, nomination or appointment shall be made by the said E. B. in her life time, then to the use of the Heirs of the Bodies of the said A. B. and E. B. between them lawfully to be begotten. And for want of such Issue to the use of the right Heirs of the said A. B. for ever—— To the use and behoof of such Person and Persons, and for such Estate and Estates, and for such part and parcel of the Premises, as the said A. B. shall by his last Will and Testament in Writing, in the presence of two or more credible Persons, appoint,

appoint, limit or declare, and for default or want of such Declaration, Limitation or Appointment, or for such Part of the Premises, whereof no such Declaration, Limitation or Appointment, shall be to the use and behoof of, &c.

C H A P. VIII.

Power given to Cestuy que use for life, to make Joyntures, Leases, &c.

To settle a
Joyn-
ture up-
on fu-
ture
Wife or
Wives.

(1.) **P**rovided always, and it is concluded and agreed by and between the said Parties to these presents, for them and their Heirs, That if the said A. B. [being a person to whom an Estate was limited for life, with remainders over] shall fortune to over-live the said E. B. his now wife, and do after intend to marry again, That then and from thenceforth, it shall and may be lawful to and for the said A. B. at all times during his natural life, to assign, limit or appoint such and so much of the said Mannor of C. with Chappurtenances, and of the said Lands, Tenements, Rents, Reversions, Services and Premises in C. aforesaid, as he the said A. B. shall think fit (so that the same exceed not the clear yearly value of One hundred pounds by the year, over and above all Charges and Reprises) to and for the use of any Woman who shall fortune to be his lawful Wife, at the time of his decease, for and during the Term of the natural life of such wife, for and in the name of her Joynture. And that from and after such use, limitation or appointment so to be made to or for any such Wife: All and every the said Warrances and Conveyances of the Premises in C. aforesaid, so to be had, made and executed, as is aforesaid, concerning such and so much thereof only, wherof any such appointment or limitation, by virtue of this Proviso, shall be so had or made, shall be and inure: and the said C. D. and E. F. [who are Cognizors or Feoffors, &c.] and their Heirs, and the Survivors and Survivor of them,

them, and his and their Heirs, shall stand and be seized thereof to the use of such wife, for and during the term of her natural life, according to the true intent and meaning of such limitation or appointment, any thing in these presents contained to the contrary thereof in any wise notwithstanding: And after such use or Estate ended or determined, then to the use of every such person and persons, and in such manner and form, and with such Remainders, Over=uses and Limitations, and under all and every such Conditions and Provisoers, as the same should have been, if no such limitation or appointment, by virtue of this Proviso, had been made, limited or appointed — Or thus: And after the end or determination of Estate to the use of such Person and Persons to whom the same ought to remain, by the true intent and meaning of these presents.

(2.) To the use of the said A. B. [being the feoffor] for and during the term of his natural life, and from and after his decease, to the use and behoof of the said C. B. son and heir apparent of the said A. B. for and during the term of his natural life [with remainders over in Tail] Provided alwaies, and it is hereby declared and agreed, by and between all and every the Parties to these presents, and the true intent and meaning of them and of these presents is, That for the better advancement and preferment in Marriage of the said C. B. it shall and may be lawful to and for the said C. B. at any time or times during the term of his natural life by Indenture, or by any Deed or Deeds, Writing or Writings, to be by him the said C. B. sealed and subscribed in the presence of two or more credible witnesses, to declare, limit and appoint all or any the said Mannors, Messuages, Lands, Tenements, Rents, Hereditaments and Premises, with their appurtenances, to or for the Joynture of any Wife or Wives, with whom the said C. B. shall hereafter intermarry, for the life or lives of

Another

such wife or wives, or for any number or term of years determinable upon her or their life or lives, the same to take effect from and after the death of the said C. B. And that then and so often, and from thenceforth, the said Recovery or Recoveries shall be and inure, and the Recoveror and Recoverors therein named, his and their Heirs, of and in the said Mannors, Messuages, Lands, Tenements and Hereditaments, or of or in so much or such part thereof, of, for or concerning which such Indenture, Deed or Deeds, Writing or Writings shall be made by the said C. B. as aforesaid, for the Joynture of such wife or wives, shall stand and be seized to the use of such wife or wives, for and during the life or lives of such wife or wives, according to the true intent and meaning of the same Indenture, Deed or Deeds, and Writing or Writings, and according to the intent and true meaning of these presents. And after the end or determination of such Estate to the use, &c. vide Sect. j. of this Chapter.

Another
to settle
by Deed
or last
Will, for
a Joynture.

(3.) Provided always, and it is Covenanted and agreed by and between the said Parties to these presents, that it shall and may be lawful to and for the said A. B. (the Father) at any time or times hereafter during his life, by his last Will and Testament, in writing or otherwise, by his Deed in his life time lawfully executed, to assure, appoint, limit and convey to any lawful wife or wives, which the said A. B. shall hereafter fortune to marry, for term of the life onely of such wife or wives; or to any other person or persons, to the use of any such wife or wives, for term of the life only of such wife or wives, for or in the name of a Joynture or Joyntures, a full third part or less, or so much as shall amount unto a full third part or less, of all that his said Mannor of, &c. And that then and from thenceforth the said Fine or Fines shall be and inure, and the said Cognizors therein to be named, their and every of their Heirs, of and in such part and proportion

proportion of the said Mannor, for or concerning which, such assurance shall be made for the Joyn-ture of such wife or wives, according to the intent and true meaning of these presents, shall stand to be seized to the use of such wife or wives, for and during the life or lives of such wife or wives, according to the intent and true meaning of such assurance, be the same by Deed executed in the life time of the said A. B. or by his last will and Testament, as aforesaid, &c. vide Sect. j. of this Chapter.

(4.) The uses being supposed to be limited to the father for life, and after to the Son for life, with Remainders over in Tail: Then add: Provided alwaies, and it is fully concluded and agreed by and between all & every the said Parties to these presents, for themselves, their Heirs and Assigns respectively by these presents: and also the true intent and meaning of these presents, and of the said Parties hereunto, and of the said fine, Recovery, and other the Covenanted or intended Conveyances and assurances, is, and so for ever shall be adjudged and taken to be: And also the said C. D. E. F. &c. and the Survivors and Survivor of them, his and their Heirs, and all and every other person or persons, his and their Heirs, which now are, or stand seized, or hereafter shall stand and be seized of and in the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, and of and in every or any part thereof, by force of these presents, and of the said fine, Recovery, and intended Conveyances and Assurances before mentioned, and every or any of them, and their and every of their Heirs shall stand and be seized thereof, and of every part thereof with Chap-purtenances, to and for such use, intent and purpose (notwithstanding any of the former use or uses, in or by these presents, before limited, declared or appointed) As well that it shall and may be lawful to and for the said A. B. at any time

Another, whereby power is given to the Father to settle Land upon future Wives; and to Son to settle a Rent for a Joyn-ture.

The
power
given to
the Fa-
ther.

Power
to the
Son to
settle an
Annual
Rent on
his
Wives.

time or times during the term of his natural life, by any his Deed or Deeds in writing, or by his last Will and Testament in writing, to grant, convey, assure, bequeath, limit or appoint such and so much of the said Hereditaments and Premises, not exceeding in the whole one third part thereof, as to himself shall seem meet or convenient, unto or for the use of any lawful wife or wives of the said A. B. whom he shall hereafter fortune to marry, for and during the term of the natural life or lives of such wife or wives, for or in the name of her or their Joynture, or in satisfaction of her or their Dowry, of and in the said Hereditaments and Premises.

(5.) And also, that it shall and may be lawful to and for the said C. B. from and after the decease of the said A. B. at any time or times thenceforth, during his natural life, by any his Deed or Deeds in writing, or by his last Will and Testament in writing, respectively to grant, convey, assure, bequeath, limit or appoint one Annual or yearly Rent of One hundred and fifty pounds of good and lawful Money of England, with or without clause of Distress, to be issuing and going out all or any the said Hereditaments and Premises, or out of any part or parcel thereof, as to himself shall seem meet and convenient unto or for the use of M. his now wife, or to or for the use of any other wife or wives of the said C. B. whom he shall hereafter fortune to marry, for and during the term of the natural life or lives of the said M. or of such other wife or wives, for or towards her or their Joynture or Joyntures, and in satisfaction of her or their Dowry or Dowries: (such of the said Premises as shall be hereafter conveyed, assured or limited, to or for the use or uses of any wife or wives of the said A. B. pursuant to the true intent and meaning of these presents, for and during the life or lives of such wife or wives solely excepted and foreprized.)

(6.) Pro=

(6.) Provided always, and it is the true intent and meaning of these presents, and of all to settle and every the Parties hereunto, That it shall a Rent and may be lawful to and for the said A. B. by for a any Writing or Writings sealed with his Seal, Joynture and subscribed by him, and duly executed in the presence of three Witnesses at the least, to give, grant, limit or appoint, to or to the use of every or any Woman, that is or shall be hereafter his lawful Wife, one Annual or yearly Rent, not exceeding the yearly sum of One hundred pound, to be issuing and growing out of the said Mannors, &c. or any part of them, or either of them, so to be conveyed and assured as aforesaid, To have and to hold the said Annual or yearly Rent, to any or every such Woman, for Term of her natural life, for and in the name of her Joynture, the same to be paid at the Feasts of, &c. yearly, by even and equal portions: and the first Payment thereof to begin at such of the said Feasts, as shall next happen after the decease of the said A. B. And that then and from thenceforth the said Fine or Fines shall be and endure, and the said C. D. and E. F. and their heirs, shall stand and be seized of and in the said Mannors, &c. so to be charged as aforesaid, to the use, intent and purpose aforesaid: and that every such Wife or Wives, to whom or to whose use any such Grant or Limitation shall be made, and her Assigns, shall and may from time to time, for non-payment of the said Rent, enter into and upon the said Lands and Tenements, so to be charged for the same Rent and Arrearages thereof, as in case of a Rent-Charge: and the Distress and Distresses so had and taken, to lead, drive, bear, carry away, detain and keep, until she or they shall be of the said Rent and Arrears thereof (if any shall be) fully satisfied, contented and paid.

Distress.

Another (7.) Prohibited always, and it is likewise fur-
 to settle ther Covenant, granted and fully agreed, by
 Lands in and between the said Parties to these present In-
 certain, ventures, for them and their heirs by these pre-
 with re- sents, That it shall and may be lawful to and
 servation for the said A. B. by any Writing Indented by
 of a Rent him, seal'd and duly executed, to assign, limit
 to be and appoint the said capital Messuage or Manse-
 paid by on House of B. aforesaid, and the Lands thereun-
 the Wife. to belonging, with the Appurtenances, to the
 use of the said E. B. his now Wife, for Term of
 her natural life, reserving and appointing by the
 said Indented Writing, the yearly Rent of Ten
 pounds of lawful moneys of England, to be paid
 for the same, from and after the death of the said
 A. B. yearly, during the life of the said E. B. at
 Two usual Feasts or Terms of the year, by equal
 portions, at the said Capital Messuage of B. a-
 fofesaid, to the said C. B. the Son of A. B. and
 the heirs males of the body of the said C. B. law-
 fully begotten or to be begotten, and after to such
 person and persons, as by the limitation herein
 before set forth, shall have the said House and
 Lands, the first Payment thereof to begin at such
 of the said Feasts, as shall first happen after the
 decease of the said A. B. And that from and after
 such limitation or appointment so had or made,
 the said Assurances and Conveyances shall be,
 and the said C. D. E. F. &c. and their heirs, and
 the survivors and survivor of them, and his and
 their heirs, shall stand and be thereof seised, to
 the only use and behoof of the said E. B. and her
 Assigns, according to such limitation as shall be
 so had or appointed, so that the said E. B. and her
 Assigns, do pay or cause to be paid yearly during
 her life, the said sum of Ten pounds, in manner
 and form before mentioned, expressed and appoin-
 ted: and from and after the death of the said
 E. B. or of the determination of her Estate, or use
 therein by any ways, then to the use of the said
 ended, C. B. and of the heirs males of his body, lawfully

Use li-
 mited,
 alter the
 particu-
 lar Estate
 ended,

ly begotten or to be begotten, and after to the use of such Person and Persons, and in such manner and form, and with all such Remainders, Over-Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been, if no such Assignment, Appointment or Limitation, by force of this Proviso, had been thereof made or appointed.

(8.) Provided always, That it shall and may be lawful to and for the said A. B. from time to time, during his natural life, by his sufficient Deed or Deeds in writing, or by his last Will and Testament in writing, to give, grant, devise, lease, limit, dispose or appoint, to and for the use and benefit of any Wife or Wives, whom the said A. B. shall happen to marry, for the Term of her natural life for a Jointure, such and so much of the said Mannors, Lands, Tenements and Hereditaments, as to him shall seem meet (not exceeding one third part in value of the whole) and that in every such case the said C. D. and E. F. and the Survivors of them, his and their Heirs and Assigns, shall stand and be seised of such of the said Mannors, Lands, Tenements and Hereditaments, as shall be so given, granted, devised, leased, limited or appointed, to the use of such Wife or Wives, for and during the natural life of such Wife and Wives, and for and during such Estate and Estates as shall be so given, granted, devised, leased, limited or appointed, in manner and form aforesaid, and under such Covenants, Conditions and Provisoos, as in such Writing or last Will shall be contained and expressed, and after the end or determination of such Estate or Estates, to the use of such Person or Persons, to whom the same ought to be and remain, by the true intent and meaning of these presents.

Another
more
brief.

Another
Proviso,
for fu-
ture
Wives,
by way
of limi-
tation
of Use.

(9.) As to for and concerning the said Mannor of Farm of B. to the use of the said C. B. for and during the Term of his natural life, without impeachment of or for any manner of waste, and from and after his decease, to the use and behoof of the said E. B. his Wife, for and during her natural life for her Joynture, &c. and from and after the decease of the said C. B. and E. B. for and concerning the said Mannor of Farm, or so much of the same as the said C. B. shall at any Time or Times during his life, by one or more Writing or Writings under his Hand and Seal, seal'd and executed in the presence of three credible Witnesses, limit and declare for a Joynture, for such other Wife as he shall have at the time of his decease, to the use of such Wife, for and during her natural life for her Joynture: And for and concerning the residue of the said Mannor of Farm, not so limited by such Writing or Writings, from and after the decease of the said C. B. and E. his wife: And for and concerning so much of the said Mannor of Farm as shall be so limited by such Writing or Writings, from and after the decease of the said C. B. and E. his wife, and from and after the decease of such other wife as the said C. B. shall have at the time of his decease, to the use and behoof of the first Son of the body of the said C. B. lawfully to be begotten, and of the heirs Males of the body of such first Son lawfully to be begotten, &c. to the tenth Son, and the Heirs of the body, of such tenth Son lawfully to be begotten: And for want of such Issue, to the use and behoof of all the Daughters of the body of the said C. B. lawfully begotten, and to be begotten, and of the several and respective Heirs of the bodies of such Daughters lawfully begotten, or to be begotten, &c.

Use to
Daugh-
ters.

(10.) Prohibited alwaies, and it is fully Co- P. wer
 venanted, concluded and agreed, by and between given to
 all the said Parties to these presents, for them, *cestuy*
 their Heirs and Assigns, That it shall and may *que use*
 be lawful to and for the said A. B. And that the for life,
 said A. B. shall have power and authority from to make
 time to time, and at all times hereafter, at his Leases.
 will and pleasure, during the term of his natural
 life, by his Deed or Deeds in writing, to demise,
 grant, and to farm, let, all or any, the said Mes-
 suages, Lands, Tenements and Hereditaments,
 and every or any part or parcel thereof, as well
 in possession as in Reversion, or in Possession or
 in Reversion unto any Person or Persons, for
 one, two or three lives, or for any number of years The
 determinable upon one, two or three lives, or for time for
 the term of twenty one years, under such Rents, how
 Reservations, Covenants, Conditions, Limi- long he
 tations and Agreements, as to him shall seem may de-
 meet, or without any Rent, Reservation or Con- mise.
 dition at his will and pleasure; and that when
 and so often as any such Demise, Grant or Lease,
 shall be made by the said A. B. of the Premises,
 or any part or parts thereof, the said C. D. E. F. The Co-
 G. H. &c. and every of them, and the Survivors gnizees,
 and Survivor of them and every of them, and or Feof-
 his and their Heirs and Assigns, shall stand and sees to
 be seized of such part, parts and parcels of the stand
 said Messuages, Lands, Tenements, Heredita- seized to
 ments and Premises, as shall be so Demised, the use
 Leased or Granted, immediately from and after of the
 such Demise or Demises, Lease or Leases, Grant Lessees.
 or Grants made, to the use and behoof of every
 such person and persons to whom any such De-
 mise or Demises, Lease or Leases, Grant or
 Grants shall be so made, and of their Executors,
 Administrators and Assigns respectively, only
 for and during the continuance of the Estate and
 Estates, Term and Terms, Interest and In-
 terests to be expressed in such Lease, Demise or
 Grant, Leases, Demises or Grants, and under
 such

such Rent or Rents, Reservation or Reservations, Condition or Conditions, Limitation or Limitations, as in or by such Lease or Leases, Demises or Grants, shall be limited, expressed or contained respectively, according to the intent, purport and true meaning of every such Reservation, Condition or Limitation. And of the Reservation and Reservations, Rents and Services reserved and depending upon the said Leases and Grants, and also after the end and expiration of every such Demise, Lease and Grant to be made, and as the same shall respectively end and determine, Then of all and every such part and parts of the Premises as shall be so Demised, Leased or Granted, as aforesaid, to the use of such person or persons, and in such manner and form, and of such Estate and Estates, with such Remainder and Remainders over, as are before herein and hereby limited and declared, and to none other use, intent or purpose whatsoever.

Power
given to
*cestuy
que use*
for life,
and his
issue to
make
Leases
and
Joyn-
ture.

By Deed,
or by
last
Will.

(11.) Provided alwaies, and it is fully concluded, cōdescended unto, granted and agreed, by and between all and every the said Parties to these presents, for them and every of them, and for their and every of their Heirs, and the true intent and meaning of these presents is, notwithstanding any limitation of the Use or Uses aforesaid, that it shall and may be lawful to and for the said A. B. and also to and for the said C. B. his Son, and to and for all and every the Issue Males, or Females of the Body of the said C. B. being seized of the Premises, or any part thereof, in his, her or their Demesne, as of Freehold or Fee Tail, by force of any the Uses or Limitations herein before expressed, by his, her, their or any of their Deed or Deeds Indented, to be sealed and executed in the presence of two or three credible Witnesses, or by his, her, their or any of their last Will and Testament in writing, to be sealed and subscribed with his, her, their, or any of their Hand or Hands, and pronounced
and

and affirmed in the presence of three or more lawful witnesses, to be his, her, or their last Will, to make any Demise or Demises, Lease or Leases, Devise or Devises, of such of the said premises, or of such part thereof, as whereof the said A. B. and C. B. or any issue male or female of the body of the said C. B. shall be then seised of; in actual and real possession (the chief House of C. ac. before, in, and by these presents limited, expressed and appointed for the Joynture of the said E. B. only excepted) to any Person or Persons whatsoever: To have and to hold the same, from and after the Time of the making of such Deed or Deeds, Lease or Leases, Devise or Devises, or any of them, to any Person or Persons, for and during the Term of eighty years, or any lesser Term of years, so as the same Lease or Leases, Devise or Devises, be not made without impeachment of waste, by any special Covenant, clause or matter for that purpose, to be contained within any such Deed or Deeds, or last Will and Testament, and so as the same be made in such sort, as that the same do or shall end, determine or expire, by or upon the death or deaths of any one Person, or of two Persons, or of three Persons at the most: or otherwise from and after the Time of the making of such Deed or Deeds, or last Will and Testament, for and during the Term or Terms of one and twenty years at the most, or for any lesser Term of years, from the Time of the making of such Deed or Deeds, or last Will and Testament. And so that in or upon every such Demise or Demises, Lease or Leases, Devise or Devises, to be made for twenty years or under, or for the Term of eighty years or under, determinable upon the death or deaths of one, two, or three Persons, as is aforesaid, there be reserved and limited, to be paid yearly during such Term or Terms, to such Person or Persons for the Time being,

Except: on.

So as the Leases, &c. be not without impeachment of waste.

So as upon such Leases the now Rent be reserved, to the next in reversion to

to whom the immediate freehold of the things so to be demised, letten or devised, by the intent and true meaning of these presents, shall from Time to Time, during the continuance of such Term or Terms, appertain, such yearly Rent or Rents, and other Services, Boons, Customs and Averages, or more, as are at this present yearly answered, paid or done, for the said premises, by the now Tenants, Farmers, or occupiers of the same.

To make a Joynture. (12.) And further also, That it shall and may be lawful to and for the said C. B. and for every or any Son or Sons, heirs male or issue male of the body of the said C. B. and for every Son and Sons and issue male of the several bodies of the said Sons and issue male, being then seised in their or any of their Demesne, as of Freehold or in Tail, by force of any the Uses or Limitations herein before expressed, of or in any of the said Mannors, Messuages, Lands, Tenements and Hereditaments, herein before expressed, or of any part or parcel thereof, in or by his or their or any of their Deed or Deeds, Indented by him or them, to be seal'd, subscribed and duly executed in the presence of two or more lawful and credible Witnesses at the least, or by his or their or any of their last Will and Testament in writing, by him or them to be seal'd and subscribed, and pronounced or affirmed to be his or their last Will or Wills, in the presence of two or more credible Witnesses, to appoint, limit, give or devise any part of such, and so much of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, as he or they shall then so stand and be seised of, as is

To settle a Joynture, not exceeding 200 l. per ann. aforesaid, not exceeding in ancient yearly value or Rent the sum of two hundred pounds by the year, to or for any Woman or Women, which they or any of them shall at any Time or Times hereafter lawfully espouse, marry, or take to his, their, or any of their Wife or Wives, for her or their

their Joynture, or in satisfaction of Dowry, during the natural life or lives onely of such Woman or Women, so as the said Gift, Devise, Limitation or Appointment, for Joynture or Joyntures be not made without impeachment of Waste, by any special Covenant, clause or matter for that purpose, to be contained in any such Deed or Deeds, or last will. And it is further granted, condescended and fully agreed unto, by and between all and every the Parties to these presents, for them and their Heirs, that the several fines and Recoveries, before, in and by these presents Covenanted, mentioned, meant, intended or specified, to be had, made, acknowledged, leyed or suffered, of the Premises, and of every or any part or parcel thereof shall be judged, construed, deemed and taken to be: And also that they the said C. D. E. F. &c. and their Heirs, and the Survivors and Survivors of them, his and their, and every of their Heirs, shall stand and be seized: Of, for and concerning such and so much of the said Mannors, Lands, Tenements, and other the Premises as shall be so Demised, Letten or Devised for any Term of years, as aforesaid, and according to the true intent and meaning of these presents, To the use and behoof of all such and so many of the Person or Persons; and of their Executors, Administrators and Assigns, to whom such Demise or Demises, Lease or Leases, Devise or Devises, for any such term or terms of years, shall be made, according to the intent and true meaning of every such Demise, Lease or Devise so thereof to be made, and in such sort as shall be limited, expressed or intended, in or by such Demise, Lease or Devise: To have, hold and enjoy the things to him or them so to be Demised, Leased or Devised, for and during only such and so long time, or term or terms, for the which such Demise or Demises, Lease or Leases, Devise or Devises, shall be so made, as aforesaid, so as every such Person

The
Cogni-
zees, &c.
to stand
seized to
the use
of Les-
sees, &c.

So as
they pay
their
Rents.

Cogni-
zees to
stand
seized
to the
use of
Wife or
Wives,
&c.

After
the Lea-
ses, &c.
deter-
mined
then to
the for-
mer u-
ses.

or Persons to whom such Demise or Demises, Lease or Leases, Devise or Devises, shall be made as aforesaid, and his and their Executors, Administrators and Assigns, having sufficient notice and knowledge, to whom the same by the true intent and meaning of these presents, shall of right belong and appertain, shall well and truly pay, or cause to be paid, to such Person or Persons for the time being, to whom the next and immediate Reversion or Remainder of the thing or things, to him or them so to be Demised, Letten or Devis'd, shall during such term or terms appertain, the yearly Rent or Rents, in or by such Demise, Lease or Devise to be reserved, or mentioned to be reserved, at the day or days, and according to the clause of Reservation therein to be contained, limited and appointed, or within one and twenty days at the furthest, next after lawful demand made of and for the said Rent or Rents, at the time or times when the same shall be due and payable, according to the purport and true meaning of such Demise or Demises, Lease or Leases, Devise or Devises. And that of, for and concerning such of the Premises aforesaid, as shall be by the said C.B. or any Issue Male of his body, or the Issue Male of such Issue, according to the purport, effect and true meaning of these presents, limited, appointed, given, disposed or devised, to or for the Joynture or Joyntures of any such Woman or Women, which they or any of them shall lawfully marry as aforesaid, To the use and behoof of every such wife or wives, for and during the term of the natural life or lives of such wife or wives. And as the said several Uses, Provisions and Limitations herein before expressed, by the true meaning and intent of these present Indentures shall severally end and determine, Then to the use of such Person and Persons, as by the true intent and meaning of any the Limitations aforesaid, should or ought to have had the same, if no such

Limit-

Limitation, Gift, Lease, Devise or Appointment had been done or made, and for such Estate and Estates, and in such order, form, course, quality and degree, and with such Remainder and Remainders thereof, over and by, upon and under such Provisoes and Limitations, as are hereni before set forth and declared.

(13.) Prohibited alwaies, and it is further Covenanted, granted, concluded and fully agreed, by and between all and every the said Parties to these presents, and it is the true intent and meaning of these presents, and of the Parties to the same, that it shall and may be lawful to and for the said A. B. at all and every time or times hereafter, when, and as often as it shall please him, by any Writing or Writings, to be sealed and subscribed by and with the Hand and Seal of the said A. B. and by and with the Hand and Seal of the said E. his wife, and whereunto the said E. shall be Party, in the presence of three or more sufficient Witnesses, and not otherwise. And also that it shall and may be lawful to and for the said A. B. at any time after the decease of the said E. by any Writing or Writings, by him to be sealed and subscribed in the presence of three or more sufficient Witnesses, and not otherwise, to make any Lease or Leases, Demise or Demises of so much of the said Mannor of D. and other the Premises in D. aforesaid, as is limited or appointed, to or for the Joyniture of the said E. or of any part or parcel thereof, to any person or persons, or for any term or terms of years, not exceeding the term of one and twenty years, to take effect immediately from the making of such Lease or Leases, Demise or Demises, so as upon every such Lease or Leases, so as aforesaid to be made, such and so much yearly Rent or Rents, or more, shall be reserved for every parcel or parcels of the Premises, so to be Demised as is mentioned and expressed in a Writing Indented, bearing Date with these pre-

Another, to Lease land sealed in Joyniture, at the Rents agreed upon in a Schedule.

Recoveries, &c.
to be to
the use
of the
Lessees.

The Lessees pay-
ing their
Rents.

sents, to one part whercof the said A. B. hath set his Hand and Seal, and to the other part whercof the said, ac. hath set his Hand and Seal, by which said Writing, the said Premises so meant or intended to be Demised are rated and valued at to be yearly worth. And that at all times from and after the said Lease and Leases, Demise and Demises, so to be had and made as aforesaid, the said Recovery and Recoveries before mentioned shall be, and shall be adjudged, deemed and taken to be, and the said Recoveries, and their Heirs, and all and every other Person and Persons, and their Heirs then standing, and being seized, or which at any time from thenceforth shall stand or be seized of, or in so much of the said Mannor and Premises, as shall so happen from time to time, to be Leased or Demised in manner and form aforesaid, and according to the true meaning of these presents, shall from thenceforth stand and be seized thereof, and of every part and parcel thereof, to the use and uses of all and every such Person and Persons, to whom any such Lease or Leases, Demise or Demises shall be made, as aforesaid, their Executors, Administrators and Assigns, for and during the continuance of all and every the said Lease and Leases, Demise and Demises, so long as the said Lessee and Lessees, his and their Executors, Administrators and Assigns, shall and do well and truly satisfy and pay the Rents referred, in and by the said Lease and Leases, Demise or Demises: And from and after the expiration of all and every the said Lease and Leases, Demise and Demises, to be had and made as aforesaid, and as they shall severally end and determine: Then and from thenceforth to such further use and uses, purposes and intents, as be thereof before in these presents expressed and declared, and as by the true intent and meaning of these presents they should or ought to have done, if no such Lease or Leases, Demise or Demises had

had been thereof at any time had or made, any matter or thing herein before contained, to the contrary thereof, in any wise notwithstanding, &c.
In witness, &c.

(14.) Prohibited also, and it is Covenanted, Another granted, concluded, agreed, and declared, by and to make between all the said Parties to these presents, Leases That it shall and may be lawful to and for the said at such A. B. from time to time, and at all or any time or Rents as times, during his natural life, by any Indenture or Indentures, to make any Demise or Demises, Lessor Grant or Grants, of the said Premises, pleaseeth. or of any part or parcel thereof, alone or amongst other things, as well in Possession as in Reversion, for the term of One and twenty years or For 21 years, or under, or for one, two or three life or lives, or for 3 lives. any term or number of years determinable, upon one, two or three life or lives, at, for and under such Rents, Covenants and Conditions, as to him the said A. B. shall seem meet, so as the said E. B. [wife of the said A. B.] be made Party to So as the every such Indenture, whereby any such Demise wife be or Grant shall be made, during the life of the said Party. E. B. And that the said E. B. do seal and deliver every such Indenture, And that at all times, from and after the making of such Indenture or Indentures of Demise or Demises, Grant or Grants, the said Fine so to be levied as aforesaid, and the Cognizers of the said fine, and their Heirs, and zees to the Heirs of the Survivor of them shall stand stand and be seized of and in such part or parts, as seized shall be so Demised or Granted to the use and be to the hool of every such Lessee or Lessees, Grantee or use of Grantees, their Executors, Administrators and the Lessees, Assigns, to whom any such Demise or Demises, Grant or Grants shall be so made, and according to the true intent and meaning of every the same several and respective Demise or Demises, Grant or Grants, so as the same Lessee or Lessees, Grantee or Grantees, their Executors and Assigns,

Assigns, shall and do pay the Rents and perform the Covenants and Conditions in such Indentures of Demise or Grant to be specified and contained, according to the intent and true meaning of the said Indentures: And after the end or determination of such Estate or Estates, then to the use of such Person and Persons to whom the same ought to remain by the true intent and meaning of these presents.

Another
form to
give
power to
make
Leases for
such
Term
and un-
der such
Rent as
Lessor
pleaseth.

So that
the Rent
be paid
to Lessor
and those
in Re-
mainder.

(15.) Prohibited always, and it is the true intent and meaning of these presents, That if the said A. B. shall at any time hereafter during his life-time, demise, grant or lease the said Messuages, Lands, Tenements, Hereditaments, and other the Premises, before by these presents granted or assured, or any part or parcel of them, by his Deed Indented under his Hand and Seal, for the term of any year or years, life or lives, and under such Rents and Covenants as he shall think fit: that then and immediately from and after every such Demise, Lease or Grant, so to be made by the said A. B. the said C. D. E. F. &c. and their heirs, shall stand and be seized of such leased Premises, to the use and behoof of the said Lessee and Lessees, Grantee and Grantees, and every of them, and of their several Executors Administrators and Assigns, during the term and space mentioned in the said several Leases, Grants and Demises respectively, so that the yearly Rent or Rents mentioned or reserved by the said A. B. in such Lease or Leases, Demise or Demises, Grant or Grants, be yearly paid to the said A. B. during his natural life, and after his decease, to such person or persons, as by the purport and true meaning of these presents, ought to have the Reversion or Remainder, Reversions or Remainders of the Messuages, Lands, Tenements and Hereditaments, so to be leased or granted at the several days, in every such Lease or Grant, to be expressed or set down for payment thereof, or within twenty
days

days after every such day or days, and request made for payment thereof by the said A. B. or by the said person or persons, in Reversion or Remainder. And so that the said Lessors and Grantees, their respective Executors Administrators and Assigns, do well and truly perform the Conditions to be comprised in the Indenture or Indentures of their said several Leases, Demises or Grants, according to the effect, intent and true meaning of the same Indenture or Indentures. And that the said C. D. and E. F. &c. and their heirs, shall stand and be seised of the Reversion and Remainder, Reversions and Remainders of the said Messuages, Lands, Tenements and Hereditaments, so to be leased or granted as aforesaid, and after the end or determination of such Lease or Leases, then of the said Messuages, Lands, Tenements and Hereditaments, so to be leased or granted to such uses and intents, as the said C. D. E. F. &c. should have stood or been thereof seised, by the purport, intent and true meaning of these presents, if no such Lease or Grant had been thereof made, and that of and for such Estate and Estates, in such order and degree, with the same Remainder and Remainders, and in such manner and form, to all intents and purposes, as they should have stood and been thereof seised, by the purport and true meaning of these presents, if no such Lease or Grant had been thereof had or made.

(16.) After uses limited as followeth (viz.) Another to the use of the said A. B. for and during the term of his natural life, without impeachment of waste, &c. [with Remainders over] Provided always, and it is agreed by and between all the parties to these presents, and by them and every of them hereby declared to be their true intent and meaning, that it shall and may be lawful to and for the said A. B. at any time or times during his natural life, to make any Demise, Lease or Grant, Demises, Leases or Grants, by In-

And so that the Lessee perform the Conditions in such Lease mentioned. Cognizees to stand seised of the Reversion, and of the thing as it falls into possession.

for such Term and under-Rent, or no Rent, as Lessor pleaseth.

den=

Cogni-
zees, &c.
to stand
seised to
the use
of Lessees

So as
Lessees
pay
their
Rent's.

Indenture or Indentures (to be by all the parties thereunto duly executed) of all or any part of the said Messuages, Lands or Premises, either in possession or reversion, or otherwise to any person or persons whatsoever, for any term or terms of years, or for the life or lives of any one or more person or persons, or for any term or terms of years, determinable upon the death or deaths of any one or more person or persons, or for any other term or terms of years whatsoever, as by the said A. B. shall be thought fit or convenient. And that from and immediately after the making and executing of such Demise, Lease or Grant, Demises, Leases or Grants, the said C. D. E. F. &c. and the survivors and survivor of them, and his and their heirs, shall stand and be seised of all, or such part, and so much of the said Messuages, Lands, Tenements and Premises, as shall be at any time or times hereafter leased or demised as aforesaid, to the use of such person or persons respectively, to whom any such Demise, Lease or Grant, shall be so made, for such Estate, term and interest, and in such manner and form, as the same shall happen to be so leased, demised or granted, according to the true intent and meaning of these presents, and of every such Demise, Lease or Grant. So as such Lessor or Lessors, Grantee or Grantees, during his or their several Lease or Leases, Grant or Grants, or Interests, respectively do pay or cause to be paid the Rent or Rents, or sum or sums of money, reserved or appointed to be paid in and by the Indenture or Indentures of his and their Lease and Leases, Grant and Grants, respectively to such person or persons, to whom the same from time to time shall by the purport and true meaning of these presents belong or appertain, according to the purport and true meaning of such Lease and Leases, and that the said C. D. and E. F. &c. shall stand and be seised of the Reversion, vide Sect. 15. &c.

(17.) Provided always, that it shall and may be lawful to and for the said A. B. [being Cestuy que use for life] from time to time, and at all times hereafter, during the term of his natural life, by his Deed or Deeds lawfully executed, or otherwise, by his last Will and Testament in writing, to Lease, Grant or Demise, give, dispose, limit or appoint to any Person or Persons whatsoever, All, every or any the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, with Th'appurtenances [the chief House called B. and the Demesnes of the said Mannor of B. before, in and by these presents limited, expressed and declared, for the Joynture of the said M. onely excepted] for and during the term of One and twenty years, or for some shorter or lesser Term of years, or for the term of one, two or thre lives, or for any number of years determinable upon one, two or thre lives, charged nevertheless, or chargable with such Rents, summs of Money and Payments, as before or after in these presents are appointed, limited or declared to be payed, levyed, or issuing out of the same, or any part thereof, as in these presents is mentioned and declared, so that all and every such Lease and Leases, Devise and Devises, or any of them, be not made to be without impeachment of Waste, by any special Clause, Proviso or Covenant therein to be contained, and that every such Lease, Grant, Demise or Devise so to be made, be made of Lands or Tenements in Possession, usually letten to farm by the space of Twenty years last past, and not of any Lands in Reversion. And so that upon every such Grant, lease, devise or demise, the old and accustomed Rent and Rents, Tithes, Arrearages, Customes and Services, or more, be reserved to be due and payable, during the continuance of every such Devise, Lease, Grant or Devise, at the days and times, and in such manner and form as the same have been accustomed. [——— Or thus, So as upon

Another for 21 years, or 3 lives, under the ancient Rents, and chargable with Rents, &c. before charged, &c.

Charged with Rents and Payments, &c.

Not to be made without impeachment of Waste.

Old Rent, or more to be reserved.

upon every such Grant, Lease, Demise or Devise, for life or lives, or years, to be made, the old and accustomed Rents, Duties and Services, or more, be yearly reserved and payable during the said Terms, unto such, to whom the immediate Reversion or Remainder of the Mannors, Messuages and Lands, so leased or devised shall be, and who ought to have and receive the said Rents, Duties and Services, by the intent and true meaning of these presents.]

Assurances,
&c. to be to the
use of
Lessees.

So as the
Lessees
pay
their
Rents,
&c.

(18.) And that the said Assurances and Conveyances of the Premises, by Fine, Recovery, or otherwise to be made, and every of them shall be and inure, and the said Persons to whom the said Assurances and Conveyances shall be made, and their Heirs and Assigns shall stand and be seized of the Premises, and of every part thereof, so to be Demised, Granted, Leased or Devised, to the use and behoof of all and every such Person or Persons, to whom any such Lease, Demise, Grant or Devise shall be made, his and their Executors, Administrators and Assigns, during the said term and terms, to be contained in the said Demise, Lease, Grant or Devise, according to the tenour effect and true meaning of such Demise, Lease or Devise, so as the said Lessees and Devisees, and every of them, their and every of their Executors, Administrators and Assigns, and such Person or Persons to whom their or any of their respective term or terms, or interest shall come and be devolved, shall and do content and pay to the said A. B. or such Person or Persons as shall have at any time (during their respective terms or interests) the immediate Reversion or Reversions, Remainder or Remainders, of the Premises so leased or devised, the Rent or Rents, and Services to be reserved or made due and payable, in and upon every such Lease, and Grant, or Devise: at the times in the said Lease, Grant or Devise mentioned, or within one Month next after: And do likewise

likewise perform the Conditions, Covenants, And Clauses and Appointments, specified in such perform Demise, Lease, Grant or Devis. And that af- Cove-
ter the end of such Estate or Estates, the said Con- nants
veyances and Assurances shall be and inure; and Conditions.
the said Persons to whom the said Conveyances
and Assurances shall be made, and their Heirs
and Assigns shall stand and be seized of the said
Premises, who leased or devised as aforesaid, and
of every part and parcel thereof, to the use of
such Person and Persons to whom the same
ought to remain, by the true intent and meaning
of these presents.

(19.) Provided alwaies, and it is the intent Power
and true meaning of these presents, and of all given to
the Parties hereunto, That it shall and may be two Te-
lawful to and for the said A. B. at any time or nants for
times during his natural life, and also to and for life, to
the said C. B. (at any time or times, from and make
after the decease of the said A. B.) during the na- Leases
tural life of the said C. B. by any their several succes-
Ded or Deeds in writing, at any time or times sively.
respectively and successively to Demise, Grant or
Lease, all or any part of the said Mannors,
Messuages, Lands, Tenements, Hereditaments
and Premises, heretofore usually demised or let-
ten (which at the time or times of such Lease or
Leases, shall happen respectively to be in the
lawful, actual and real possession of an Estate of
freehold, in such of them as shall make such
Lease or Leases for the time being) to any person
or persons whatsoever, for the term of One and
twenty years or under, or for three lives or under,
or for any number of years determinable upon
three lives or fewer, in possession, and not in Re-
version, so that in and by every such Lease or
Leases, Demise or Demises, so to be made as
aforesaid, the old ancient and accustomed Rents,
Duties and Services, or more, be reserved to be
therefore respectively due and payable yearly,
during the continuance of such several Lease and
Leases.

Leases. And that then, and immediately from and after such Lease or Leases, so made as aforesaid, the said C.D. E.F. the Cognizors, &c. and the Survivors and Survivor of them, and his and their Heirs shall stand and be seized of the said Mannors, Messuages, Lands, Tenements and Hereditaments, and every part thereof which shall be so demised or leased as aforesaid, to the use of such Person or Persons respectively, to whom such Lease or Leases, Demise or Demises shall be made, for such Estate, Term and Interest, and in such manner and form as the same shall so happen to be demised or leased, according to the true intent and meaning of these presents, and of every such Demise, Lease or Grant: And that from and after the end and determination of the Estate or Estates, in such Demise or Demises, Lease or Leases to be contained, the said C.D. E.F. &c. and the Survivors and Survivor of them, his and their Heirs shall stand and be seized of the said Premises, so leased or demised as aforesaid, as the Estate or Estates therein shall cease or determine, to the use of such Person and Persons to whom the same ought to remain and come, by the true intent and meaning of these presents.

Another,
by way
of use,
limited
to the
Lessees;
briefly.

(20.) The first limitation being thus—
To the use of the said A. B. for and during the term of his natural life, without impeachment of or for any manner of Waste. [Then followeth] And from and after the decease of the said A. B. to the use of such Farmers or Tenants to whom the said A. B. shall at any time hereafter, during his natural life, by Deed or Deeds, by him lawfully executed, demise or lease the same, for and during the term or terms of One and twenty years, or under, or for and during the term of one, two or three lives, under the Reservations, Provisoers, Covenants and Conditions in such Demise or Lease, Demises or Leases to be contained, and from and after the end and determination of the said

said several Estates for life, lives or years, and as the same shall severally and respectively end and determine, to the use and behoof of the Heirs of the Body of the said A. B. and for want of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever.

(21.) To the use of the said A. B. for and during the term of his natural life, and from and after the decease of the said A. B. As to such part of the Premises as shall be by the said A. B. by any Deed or Deeds by him duly executed during his life, demised or leased to any person or persons whatsoever, for and during the term of One and twenty years, or under, or for and during the Term of one, two or three lives, To the use of such Farmers or Tenants respectively, for and during their said several and respective Terms, and Interests, under the Reservations, Covenants, Proviso's and Conditions, in such Demise or Lease, Demises or Leases to be contained, And from and after the end and determination of the said several Terms and Interests, and as the same shall severally and respectively end and determine, to the use and behoof of the Heirs of the Body of the said A. B. and for want of such Issue to the use and behoof of the right Heirs of the said A. B. for ever. And as to such part of the Premises as shall not be so demised or leased by the said A. B. at the time of his death, to the use and behoof of the Heirs of the Body of the said A. B. and for want of such Issue, to the use and behoof of the right heirs of the said A. B. for ever.

C H A P. IX.

*Rents, Annuities, and Portions assured out
of the limitation of Uses.*

An An-
nuity
for a
Charita-
ble use.

Ten
pound
per Ann.
to the
Poor;
payable
to the
Vicars
of the
Parishes.

(1.) **T**o the use of the said A. B. for and du-
ring the Term of his natural life, And
from and after the decease of the said A. B. to the
use and behoof of the said C. B. his Heirs and
Assigns for ever. Provided always, that he
the said C. B. his Heirs and Assigns, shall and
do yearly and every year, from and after the de-
cease of the said A. B. for and towards the relief,
maintenance, and sustentance of the poor aged and
impotent People, within the Parishes of B. and
R. in the County of M. content and pay, or
cause to be contented and payed unto the Vicar
of the said Parish of B. for the time being, and
unto his Successors for ever, at 62 in the Church
Porch of the Parish of B. aforesaid, the sum of
Ten pound per annum, of lawful Monies of
England: And also unto the Vicar of the Pa-
rish Church of R. aforesaid, and his Successors
for ever, at 02 in the Porch of the said Parish
Church of R. the like sum of Ten pound per
annum, of like Monies. The said several sums,
or yearly payments, to be made on the Feast
Days of Channunciation of Saint Mary the
blessed Virgin, and of Saint Michael Charch-
angel, by even and equal portions: and the first
payment of the said several sums, to begin and
be made, at and upon such of the said Feasts,
which shall first and next happen, from and after
the decease of the said A. B. To the end, intent
and purpose, that the several and respective Vi-
cars, together with the several and respective
Churchwardens, for the time being, of the said
several

several Parishes of B. and R. and their respective Successors, or any two of them for ever, within their several Parishes, shall yearly, at and upon the feasts of, &c. distribute, or cause to be distributed the said several sums unto the poor and impotent people, inhabiting within the said several Parishes. And if the said A. B. his Heirs and Assigns, do not content and pay, or cause to be contented and paid, the said several sums of, &c. according to the true intent and meaning of this Proviso, Then he the said C. B. his Heirs and Assigns, shall forfeit unto the Vicars of every of the said Parishes of B. and R. and their Successors, for the time being, severally and respectively, where any such default shall happen to be, the sum of Ten shillings, Nomine poenæ, for every such default, and so often as the same shall happen, and shall not incur any other penalty or forfeiture by implied Condition or Limitation, or any other thing in these presents contained.

Distribution
of the
Money
given.

Nomine
poenæ.

(2.) And it is Covenanted, concluded and fully agreed, by and between the Parties to these presents, and every of them, and for their and every of their Heirs and Assigns: And the true intent and meaning of all and every feoffment, and other Conveyances and Assurances of the before-mentioned Premises made, shall be deemed, esteemed and taken to be, that the said C. D. the Feoffees, E. F. &c. and the Survivors and Survivor of them, their Heirs and Assigns, shall upon default of Payment, made by the said C. B. his Heirs and Assigns, of the said several sums of, &c. contrary to the true intent, purpose and meaning of this Proviso, stand and be seized of the before-mentioned Premises, unto the use and behoof of the said Vicars of every of the said Parishes, and their Successors severally and respectively, where any such default shall happen to be, for during, and until they the said Vicars, and their Successors of every of the said Parishes

To stand
seized to
the use
of the
Vicars
until
pay-
ment.

Alteration
of the use
upon
Non-
pay-
ment.

of B. and R. for the time being, for the several defaults unto every of them made, shall have severally had, lewyed and received, as well the said several sums of, &c. before by these presents appointed to them to be paid, with all and every the arrearages thereof, as also the said several penalties of, &c. Nomine pœnz, for every default of the said C. B. his Heirs and Assigns made.

Another
for a
Rent
during
life, with
clause of
Entry,
and to
hold the
Land
for life,
in case it
be arrear

(3.) This Indenture, &c. Between A. B. of the first part, C. D. and E. F. of the second part, and G. H. of the third part: first let there be a Covenant from A. B. to levy a fine sur Cognizance de droit come ceo, &c. of all that Mannor of, &c. to C. D. and E. F. Then add: Now witnesseth this present Indenture, and it is declared and agreed by and between all the said Parties to these presents, that the said fine so to be had and lewyed, or in what manner or form soever the same shall be had and lewyed, shall be and inure, and the said C. D. and E. F. and their Heirs and Assigns, shall by force thereof stand and be seized of the said Lordship, and all other the Premises to the uses, intents and purposes hereafter mentioned: That is to say, To the end, intent and purpose that the said G. H. and his Assigns, shall and may yearly, during his natural life, lawfully and peaceably have, perceive and take out of the said Lordship and Mannor, and all other the Premises, One Annual Rent of One hundred pounds of lawful Monies of England, at two Days or Feasts in the year: that is to say, At the Feast of Th'annunciation of Saint Mary the blessed Virgin; and of Saint Michael Th'archangel, by even and equal portions, the same to be yearly payed unto him at the said Feasts, by the said A. B. his Heirs and Assigns, during the natural life of the said G. H. at or in the Middle Temple-Hall, London. And further, to the end, intent and purpose, That if it shall happen the said Yearly Rent, or any part thereof, to be behind or unpaid at the place of pay-

To enter
and
hold for
life, up-
on Non-
payment

payment aforesaid, by the space of twenty days next after either of the said Days of payment. That then it shall and may be lawful to and for the said G. H. and his Assigns, into the Premises to enter, and the same to have, hold and enjoy, for and during the Term of his natural life. And to and for that purpose it is agreed by and between all and every the Parties to these presents, for them, their Heirs and Assigns, that after such default of payment, and Entry made, the said fine shall be, and shall be deemed and taken to be, to the use of the said G. H. and his Assigns, for and during the term of his natural life: And further, it is also agreed by and between the said Parties to these presents, for them, their Heirs and Assigns, that the said fine as to the said Lordship and Mannor, and all other the Premises before-mentioned, to be thereby conveyed and assured to the said C. D. and of the E. F. their Heirs and Assigns, shall be and inure to the use of the said A. B. his Heirs and Assigns for ever, under, upon and subject unto the said Rent, his heirs Condition, rent, limitation, intent and purpose, subject herein before mentioned and expressed, and according to the intent and true meaning of these presents, &c.

The Fine
to inure
accord-
ingly.

The use
Fine to
A. B. and
his heirs
subject
to the
Rent,
&c.

(4.) Let an Indenture be made between A. B. Another of the first part, C. D. and E. F. of the second for a part, and C. B. younger Son of the said A. B. Rent for and M. his wife of the third part: whereby A. B. 2 lives, is to Covenant by Fine, or other Assurance, to with convey the Mannor of, &c. and several Messuages and Lands, to C. D. and E. F. Then add: of Di. Now further witnesseth this present Indenture, stress; And it is hereby Covenanted, declared and agreed, by and between the said Parties to these presents; That of, for and concerning all that change Messuage or Tenement, and four Closes, &c. (being the use parcel of the Hereditaments and Premises, upon so to be conveyed as aforesaid) and being of the Non-clear yearly value of Forty pound per Annum, payment

over and above all Charges and Reprises, the said Conveyance and Conveyances (so to be had and executed, as aforesaid) shall be, and shall be deemed and taken to be, and inure, and the said C. D. and E. F. and the Survivors of them, and his Heirs, shall stand and be seized thereof, and of every part and parcel thereof, to the use, intent, end and purpose, That the said C. B. and M. his wife, and their Assigns, and the Survivors of them, his or her Assigns, shall and may yearly, from and after the making hereof, for and during the natural life and lives of them, and of the Survivors of them, perceive, receive, take and enjoy one yearly Rent or sum of Thirty pounds per Annum, of lawful Monies of England, to be issuing, going and payable out of the said last mentioned Messuage or Tenement, and Closes, at two several Feast Days in the year: that is to say, The Feast of Th'annunciation of Saint Mary the blessed Virgin, and the Feast of Saint Michael Th'archangel, by even and equal portions, The said Rent to be paid, as aforesaid, by the said A. B. his Heirs and Assigns.

Clause
of Dis-
tress.

(5.) And, that in default of Payment thereof, or of any part thereof, at any of the Feasts, or Days of payment aforesaid, contrary to the tenor and true meaning of these presents, That then and so often it shall and may be lawful to and for the said C. B. and M. his wife, and the Survivors of them, and their and either of their Assigns, into the said Messuage, or Tenement and Closes to enter, and distrain for the said yearly Rent of Thirty pound per Annum, or any part thereof, and for the arrears thereof (if any shall be) and the Distress and Distresses there taken and had, to lead, drive, take and carry away, impound, detain and keep, until they and every of them, of the said yearly Rent or sum of Thirty pound, and of the arrears thereof (if any such shall be) be fully satisfied and paid.

(6.) And

(6.) And if it shall happen the said yearly Rent, or sum of Thirty pounds, or any part thereof, to be behind or unpaid, by the space of twenty days next ensuing after any of the Feast days aforesaid, the said Conveyance and Conveyances so Covenanted and intended to be had and executed as aforesaid, of all and every the Hereditaments and Premises aforesaid, and the execution thereof, shall be and enure, and shall be adjudged, deemed and taken to be and enure, as to the said Messuage and four Closes only: and the said C. D. and E. F. and the survivor of them, and his Heirs, shall stand and be seised of and in the said Messuage and four Closes, and of and in every part and parcel thereof, with the Appurtenances, to the use and behoof of the said C. D. and M. his wife, and of their Assigns, for and during the term of their natural lives, and of the longer liber of them. And also to such further use and purpose that the said C. D. and E. F. their and either of their Heirs, shall likewise stand and be seised of the said Messuage and four Closes, charged and chargeable nevertheless with the said Rent of Thirty pounds per annum, and Distress and Limitation for and in respect of the same made as aforesaid, and of and in all and every the rest and residue of the said Mannors, Messuages, Lands, Tenements and Hereditaments, and every part thereof, with the Appurtenances, whereof no Use is formerly limited or appointed, to the use and behoof of the said A. B. his Heirs and Assigns for ever.

To change the Use, to the persons that should have the Rent upon non-payment.

The Use of the Land.

(7.) — To the Uses following, that is to say, to the Use, intent and purpose, That the said C. B. [who is the Son of the Feoffor or Cognizor] and his Assigns, shall and may have, perceive and take from time to time during his life, only yearly Rent, of fifty pounds of lawful moneys of England, to be issuing and going out of all and singular the said Messuage, Lands and Premises, and to be paid at four several

Another.

Distress. Feasts, or days in the year, that is to say, The Feast of St. Michael the Archangel, the Nativity of our Lord and Saviour Jesus Christ, the Annunciation of St. Mary the Blessed Virgin, and the Feast of St. John the Baptist, by even and equal portions, the first payment to begin at, &c. And if it shall happen the said yearly Rent to be behind or unpaid, in part or in all, after either or any of the said Feasts, or days of payment, whereon the same ought to be paid as aforesaid, That then and so often it shall and may be law-

The Use ful to and for the said C. &c. to enter and dis-
as to the strain, &c. (vide Sect. 5.) And as touching and
Lands, concerning the said Messuage and Lands, That-
viz. to Fe- ges, with the said Rent as aforesaid (saving
offor, un- and reserving the said yearly Rent of fifty
til default pounds unto the said C. P. and his Assigns, ac-
of pay- cording to the Estate to him thereof and therein
ment : before limited, and saving and preserving liberty
and after for him the said C. B. to enter and distrain on the
to the Premises, or any part thereof, for non-payment
use of of the said Rent as aforesaid) to the use and be-
him that hoo of the said A. B. his Heirs and Assigns, un-
should til default of payment of the said yearly Rent, or
have any part thereof, by the space of one Month next
had the following after either or any of the said Feasts,
Rent. or days of payment : And from and after such de-
Another fault of payment to be made as aforesaid, to the
Form, use of the said C. B. and his Assigns, for and du-
First, By ring the term of his natural life : And from and
limiting after his decease, then to the use of the said A. B.
the his Heirs and Assigns forever.

Lands (8.) This Indenture, &c. Between A. B. of
to Uses, the first part, C. D. E. F. and G. H. of the second
chargea- part, and C. B. Son and Heir apparent of the
ble with said A. B. and M. the now Wife of the said C. B.
the of the third part : Whereby A. B. is to Cove-
Rents nant, to levy a fine, or make a feoffment, &c.
and after to C. D. E. F. and G. H. Then add, And it is
the Rent hereby declared and agreed by and between all the
it self. said parties to these presents, That the said
fine

fine, &c. so to be levied as aforesaid, shall be and enure, &c. [and then set down the Uses of part of the Mannors, Messuages and Lands, contained in the fine or other Conveyance] Then proceed thus, And of, for and concerning all and singular the rest and residue of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, whereof the said fine or fines before by these presents, is Committed to be levi'd by the said A. B. as aforesaid (other then such only, whereof the severall Estates and Uses are severally expressed, limited and declared, before by these presents) To the use and behoof of him the said A. B. and his Assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, nevertheless to be charged and chargeable, with such yearly Rents or sums of money, and Distresses for the same, as shall be hereafter in these presents limited and expressed, according to the true intent and meaning of these presents; and after the decease of the said A. B. then to the use and behoof of the said C. B. and M. his Wife, and the Heirs of their bodies, lawfully begotten and to be begotten, charged and chargeable as aforesaid: And for default of such Issue, then to the use and behoof of D. B. second Son of the said A. B. and of the Heirs males of the body of the said D. B. lawfully to be begotten, to be charged nevertheless and chargeable with the yearly Rents, Payments and Distresses, hereafter mentioned; and for default of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever, to be charged likewise and chargeable, as aforesaid.

Uses
chargeable
with
the Rent

C. gni-

(9.) Provided nevertheless, and it is the true intent and meaning of all and every the said Stand Parties, and of these presents, That the said leased for fine and fines to be levied of the said Mannors, &c. shall be and enure; and the said C. D. range of E. F. and G. H. and their Heirs, and the survi- Rents.

And the parties upon default may distrain.

voys and survivez of them, and his and their heirs, shall stand and be seised of and in the said Mannors or Lordships of, &c. being of the clear yearly value of Thre hundred pounds, as well to and for the assurance of such Rents and Payments, as hereafter in these presents are expressed, as also to and for the use, intent and purpose, That the severall person or persons, to whom the said Rents and yearly Payments are hereafter limited and appointed, or that shall or may hereafter be intituled to have and receive such Rent or Rents, by force of any the Limitations and Appointments herein after contained, or any Power or Authority hereafter given and expressed, may upon default of payment of the said Rent or Rents, or yearly Payments, enter and distrain on the said Mannors, &c. as hereafter is set down and expressed: and according to the true intent and meaning of these presents, that is to say, to the end, intent and purpose, That if the said A. B. during the term of his natural life, or his Assigns, shall not or do not yearly well and truly content, satisfie and pay unto the said C. B. and M. his Wife, and the survivez of them, during the natural life of the said A. B. the yearly Rent or sum of fifty pounds of good and lawful money of England, at two feasts, or days in the year, that is to say, at the feast of the Annunciation of St. Mary the Blessed Virgin, and St. Michael the Archangel, by even and equal portions, That then and so often as the said yearly Rent or Payment of Fifty pounds, or any part or parcel thereof, shall so fortune to be behind and unpaid, it shall and may be lawful to and for the said C. B. and M. his Wife, or either of them, their or either of their Assign or Assigns, Deputy or Deputies, at all times during the life of the said A. B. into all and singular the said Mannors, &c. with the Appurtenances, and into every or any part or parcel thereof, to enter and distrain, as well for the said yearly Rent or

Pay-

payment of Fifty pounds, or any part thereof, so to be behind or unpaid, as aforesaid: As also for the Arrearages of the same, and of every or any part thereof, if any shall fortune to be behind or unpaid as aforesaid, and the Distress and Distresses so there to be taken, to lead, drive, take, carry away, impound, and with them, or either or any of them, to detain and keep until such time as the said yearly Rent or payment of fifty pounds, and every part and parcel thereof, so to be behind or unpaid as aforesaid, and the Arrearages thereof (if any shall happen to be behind or unpaid) be unto them, or some or one of them, fully contented, satisfied and paid.

(10.) Prohibited also, and it is also Covenant, granted, concluded and agreed, by and between all the said Parties to these presents, That it shall and may be lawful to and for the said A. B. at any time or times, during his natural life, by any Deed or Deeds in writing, under his Hand and Seal duly executed, or otherwise, by his last Will and Testament in writing, to grant, assure, limit, devise or appoint to every or any the younger Sons of the said A. B. of his body lawfully begotten or to be begotten, for term of life only of every such younger Son or Sons, such yearly Rent charge, or Rents charge to be issuing out of the said Mannors, &c. with a clause of Distress in or upon the said Mannors, or any part thereof, for every such Rent or Rents, as unto the said A. B. shall be thought meet: So that the said Rent or Rents to be granted, assured or devised, in the whole exceed not the yearly sum, or yearly payment of One hundred pound: And that in every such case the said C. D. E. F. and G. H. their Heirs and Assigns, shall stand and be seized of the Premises, to the further use, purpose and intent, that such younger Son or Sons, to whom such Rent or Rents shall be granted or devised, as aforesaid, shall and may have, perceive and enjoy the said yearly Rent or Rents, according to

Proviso, to give Tenant for life power to grant Rents.

Cognizes to stand seized to assure Grants made of Rents.

to

to the purport and effect of such Grant and Grants, Devise or Devises, and shall and may Distrain for the said yearly Rent and Rents, and for the Trearages thereof, so often as the same shall happen to be behind or unpaid, in and upon the said Mannors, &c. out of which the same shall be limited and appointed, and which shall be made chargable therewith, by such Deed or Deeds, or last Will as aforesaid.

Power
to make
Leases
for rai-
sing of
Portions
for
Daugh-
ters.

The
Trust to
raise
porti-
ons.

(10.) Provided alwaies, and it is granted, Covenanted, concluded, condescended and agreed, by and between all the said Parties to these presents, and it is the true intent and meaning of these presents, and of all the said Parties thereunto, that it shall and may be lawful to and for the said A. B. being the feoffor, to whom an Estate for life is limited, with Remainders over, &c. during the Term of his natural life, by Deed or Deeds Indented, to be by him sealed and duly executed in the presence of two or more credible witnesses, to make any Lease or Leases, Demise or Demises, of all or any part of the said Mannors, Lands, Tenements, and Premises, with Ch'appurtenances, for the term of One and twenty years or under, with reservation of Rent, or without reservation of Rent, at his will and pleasure, unto any person or persons whatsoever, upon trust for the raising of the several portions herein after mentioned, for such Daughter and Daughters as the said A. B. shall happen to have, and not otherwise provided for: that is to say, If one Daughter onely, then for the raising of fifteen hundred pounds for that Daughter, and if more than one Daughter, then for the raising of Seven hundred pound a piece, for each and every one of the said Daughters, and that all and every such Lease and Leases, Demise and Demises, so to be made as aforesaid, shall be good and effectual in the Law to all intents and purposes, and that the said Fine or Fines so as aforesaid, or in any other sort to be levied, shall be
and

and inure, and the Cognizor and Cognizees therein named, his and their Heirs shall stand and be seized of, and in such part and so much of the said Mannors, Messuages, Lands, and Premises, as shall be so demised or leased as aforesaid, and of every part and parcel thereof, to the use of such person and persons, his and their Executors, Administrators and Assigns, to whom such Demises, Leases, or Grants shall be so made as aforesaid, for and during such Leases, Estates and Terms, as shall be Demised or Granted, as aforesaid: And after the end and determination of the Estate and Estates, in such Demise or Demises, Lease or Leases to be contained, and as the same shall severally end and determine, to the use of such person and persons to whom the same ought to remain and come, by the true intent and meaning of these presents.

(11.) After a Limitation to A. [the Cognizor] for life, and with Remainder in Tail to his Sons [as to part of the Mannors, &c. in the fine contained] and as to the other part, after a Limitation to E. B. wife of A. B. for life, if she survive her Husband for her Joynture: Then add: And as for and concerning all and singular the Premises before limited, to and for the Joynture and Livelyhood of the said E. B. with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof, from and after the decease of the said A. B. and E. B. his wife, to the use and behoof of the said C. D. E. F. and G. H. their Executors, Administrators and Assigns, for and during the term of One and twenty years, from thence next ensuing, and fully to be compleat and ended, upon Trust and confidence, and to the uses, intents and purposes hereafter mentioned, limited and declared in and by these presents: viz. That in case the said A. B. shall at the time of his decease have living one, two, or more Daughters of his

A Limitation of part to the Cognizees, to pay Portions.

The
Portions
to be
paid.

If
Daugh-
ters die
before
Portions
paid,
how to
dispose
the Mo-
neys.

his Body, on the Body of the said E. B. lawfully begotten, or to be begotten, that shall not be then prefer'd in Marriage, or if the said A. B. shall at the time of his decease, leave the said E. B. with Child, with one or more Daughter or Daughters, who shall after be born alive, that then the said C. D. E. F. and G. H. and the Survivors and Survivor of them, his and their Executors, Administrators and Assigns, out of the Rents, Issues and profits of the said Messuages, Lands, Tenements and Hereditaments, with Ch'ap-purtenances so to them limited and appointed for years, as aforesaid, shall raise and levy, so soon as conveniently may be, for the portion of such Daughter, if there be but one, the sum of One thousand pounds of lawful Moneys of Eng-land, to be payed to such onely Daughter at her age of Eighteen years, or day of Marriage which shall first happen, or so soon after as the said sum of One thousand pounds can be raised, as aforesaid: And if there shall be two Daughters, The sum of fife hundred pounds a piece, or if there be three or more Daughters the sum of Three hundred pounds a piece, to be payed to them respectively and severally at their severall and respective Ages of Eighteen years, or days of Marriage, which shall first happen, or so soon after, as the same can conveniently be raised, as aforesaid.

(12.) And upon this further trust and confidence: And to the intent and purpose, that if it shall happen the said A. B. to die, having one onely Daughter of his Body, on the Body of the said E. begotten, then living, or afterwards to be born, as aforesaid, and that the said onely Daughter, shall happen to depart this life before that she shall accomplish the Age of Eighteen years, or be married, or if there happen to be two or more Daughters of the Body of the said A. B. on the Body of the said E. begotten, then living: Then, if both or all of the said Daughters shall happen to die or depart this life, before either

either or any of them accomplish their several Ages of Eighteen years, or be married as aforesaid, That then the several sum and sums of Money, intended for the Portions and Advancements of such Daughter or Daughters, as aforesaid, or so much thereof as shall be raised or lewyed out of the Rents, Issues and profits of all or any the Premises (all Charges and Expences defrayed, wherein a full and liberal allowance shall be made and given) shall be satisfied and paid to such person or persons, as the said A. B. by any writing under his Hand and Seal, subscribed by two or more credible Witnesses, or by his last Will and Testament, to be subscribed as aforesaid, shall limit or appoint: And in default of any such Limitation or Appointment to the Executors or Administrators of the said A. B.

(13.) And, upon further trust and confidence, Moneys and to the end, intent and purpose, that the said to be C. D. E. F. and G. H. and the Survivors and paid Survivor of them, his and their Executors yearly and Assigns, shall out of the Rents, Issues and for Profits of the said Messuages, Lands, Tenements, Hereditaments and Premises, so to nance them limited for raising of Portions as aforesaid, of the with their and every of their Appurtenances, Daughters, lewy and pay, or cause to be lewyed and paid, to ters. and for the maintenance of such Daughter and Daughters, as aforesaid, if there be but one Daughter only, the sum of Thirty pounds per Annum, and if there be two or more Daughters, the sum of Twenty pounds per Annum a piece, until such Daughter or Daughters respectively shall attain to her or their age of Eighteen years, or shall be married, and her or their Portions paid, as aforesaid.

(14.) Pro=

If the Feoffor, &c. die without Daughters, the Estate limited to be void. (14.) Provided always, and it is the true intent and meaning of all and every the parties to these presents, That if the said A. B. shall happen to depart this life, without any Issue female of his body, upon the body of the said E. begotten, or without leaving the said E. with child of one or more Daughter or Daughters, that shall be after born alive, That then the Estate and Estates, so limited as aforesaid to the said C. D. E. F. and G. H. for years as aforesaid, shall cease, determine, and be utterly void.

After Portions paid, the Estate limited to be void. (15.) Provided also, that from and immediately after such time as the said C. D. E. F. and G. H. and the Executors or Administrators of the survivor of them, shall or might have limited and raised the said several Portions and present maintenance, for such Daughter or Daughters as aforesaid, That then the said Estate for years, limited in trust as aforesaid to them the said C. D. E. F. and G. H. shall cease, determine, and be utterly void. And the said Messuages, Lands, Tenements and Premises, so to them limited in trust as aforesaid, shall immediately go and be to such person and persons, to whom the Reversion or remainder of the said Messuages, Lands and Premises, shall belong and appertain.

An Estate limited to Daughters, to cease upon payment of their Portions by the Heir male. The Uses (16.) This Indenture, &c. Between A. B. of the first part, C. D. E. F. and G. H. on the second part, and C. B. (Son and Heir apparent of the said A. B.) and D. B. Wife of the said C. B. on the third part: Let there be a fine Covenanted to be acknowledged, or other Conveyance (whereupon a use may be raised) Covenanted to be made to C. D. E. F. and G. H. To the use of the said C. B. for and during the Term of his natural life, and from and after his decease, to the use of E. B. his Wife, for and during the Term of her natural life, for her Joynture, &c. And from and after the decease of the

the said C. B. and E. his Wife, to the use and behoof of the Heirs males of the body of the said C. B. on the body of the said E. lawfully begotten, and to be begotten; and in default of such Issue, to the use and behoof of the Heirs females of the body of the said C. B. on the body of the said E. lawfully begotten, and to be begotten; and for want of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever.

(17.) Prohibited alwayes, That in case the said C. B. shall happen to depart this life without Issue male of his body, lawfully begotten on the body of the said E. B. If then the said A. B. or any Heir male of his body, shall pay or cause to be paid unto the Daughter or Daughters of the said C. B. on the body of the said E. begotten, these several sums following, that is to say, unto such Daughter of the said C. B. in case he shall have but one, the full sum of One thousand two hundred pounds of good and lawful money of England; and in case he shall have more Daughters then one by the said E. then living, the sum of Two thousand pounds of like lawful moneys, among and between them equally to be divided, the said payment and payments to be made at their respective Ages of eighteen years, or Marriage, which of them shall first happen, at or in, &c. Or if the said A. B. or any Heir male of his body, shall at any time or times, by such Security as the said C. D. E. F. and G. H. or the survivors or survivor of them shall direct in writing, under their hands, or the hand or hands of the survivors or survivor of them, sufficiently secure the payment of the said sums in manner aforesaid, That then and from thenceforth the Estate, The Use and Limitation of the Premises, to the Heirs females of the said C. B. on the body of the said E. begotten, and to be begotten, shall the cease and determine; and the said Fine and Daughters shall be and endure: And the said Cognizance

The Proviso.

The Use and Limitation of the Premises, to the Heirs females of the said C. B. on the body of the said E. begotten, and to be begotten, shall the cease and determine; and the said Fine and Daughters shall be and endure: And the said Cognizance

nizes and their Heirs shall stand and be seized of all and singular the Premises, from and after the decease of the said C. B. and E. B. and payment made of Security given as aforesaid, to the use and behoof of the Heirs males of the body of the said A. B. and for want of such Issue, to the use and behoof of the right Heirs of the said A. B. forever.

Ano-
ther, to
stand
seized to
the use
of the
Daugh-
ters un-
til their
Portions
paid.

Money,
or Secu-
rity.

(18.) Provided always, and it is Cove-
nanted, granted, concluded and agreed, by and
between the said Parties to these presents, That
if the said A. B. shall happen to die, or depart
this life, without Issue Male of his Body, law-
fully begotten on the Body of the said E. B.
having Issue by the said E. B. one or more
Daughter or Daughters unmarried, at the time
of his decease, That then, and from thenceforth,
the said C. D. E. F. and G. H. and the Sur-
vivors and Survivor of them, and the Heirs
of the Survivor of them, immediately from and
after the death of the said A. B. without Issue
Male, as aforesaid, shall stand and be seized of
all and singular the Premises (whereof no use
is before limited to the said E. B.) to the use
and behoof of such Daughter or Daughters,
until the said Daughter and Daughters shall
and may have and receive, out of the Rents,
Issues and Profits thereof, the several sums
hereafter mentioned, or shall have received good
and sufficient Security of and from such person
and persons, to whom the Reversion or Remain-
der of the Premises, from and after the death of
the said A. B. without Heir Male of his body,
as aforesaid, shall appertain by the true intent
and meaning of these presents, for the payment
of the said sum or sums, as is hereafter men-
tioned: that is to say, The sum of fifteen hun-
dred pounds of lawful Monies of England, to
such Daughter of the said A. B. if there shall be
but one, within six Months after she shall have
accomplished the Age of One and twenty years,
or

or be married, which of them shall first happen, and if there be more then one Daughter, Then the sum of Three thousand pounds of good and lawful Money of England, to be paid betwixt all such Daughters of the said A. B. equally, part and part like, for her and their Marriage Portions, at their severall and respective Ages of One and twenty years; or Marriages, which shall first happen respectively: and after satisfaction or security of the said sum and sums of Money, given in form aforesaid, then to the use and behoof of the said Person and Persons in Reversion and Remainder, to whom the said Premises should have come unto, by the intent and true meaning of these presents, if the said A. B. had died without Issue Male of his Body by the said E. B. &c.

(19.) ——— To the use and behoof of the said A. B. for and during the term of his natural life; without impeachment of, or for any manner of Waste, and from and after the decease of the said A. B. then to the use and behoof of the said C. D. E. F. and G. H. being the Feoffees or Cognizers, their Executors, Administrators and Assigns, for and during the Term of sixteen years, to commence immediately from and after the decease of the said A. B. upon the trust and confidence hereafter mentioned: And from and after the death of the said A. B. and determination of the said Term or Interest, to the use and behoof of C. B. eldest Son, and Heir apparent of the said A. B. and of the Heirs of the body of the said C. B. lawfully begotten, or to be begotten, and for default of such Issue, to the use and behoof of the right Heirs of the said A. B. forever.

(20.) And it is further by these presents Covenantanted, concluded and declared, by and betwixt all the said Parties to these presents: And the true intent and meaning of these presents, and of the said Parties hereunto is, That all and every

Another form for Portions for younger Sons and Daughters.

The provision for Sons and Daughters.

200 l. a
piece to
Sons and
Daugh-
ters un-
preferd:
or See l.
amongst
all.

To suf-
fer the
Persons
next in
Remain-
der to
enjoy
until
failer of
pay-
ment.

every the younger Sons, and all and every the Daughters of the said A. B. which he shall have at the time of his decease, and shall leave unadvanced and unprefer'd by the said A. B. shall have and receive every of them Two hundred pounds a piece, of lawful Monyes of England, so that it exceed not Eight hundred pounds in the whole, and if the same exceed the said sum of Eight hundred pounds in the whole, then every of the said Sons and Daughters to have a proportionable part of the said sum of Eight hundred pounds, which is to be paid, and share and share like, to be equally divided between them: And that the said several sums of Two hundred pounds a piece, or sum of Eight hundred pounds (which of them shall become payable by the intent and true meaning of these presents) shall be all paid to the said Sons and Daughters respectively, within four years next after the decease of the said A. B. by such person or persons, which for the time being shall have the next and immediate inheritance of the Premises, depending and expectant upon the determination of the said Term of sixteen years limited to the said C. D. E. F. and G. H. and that until default shall be made of any the said payments, which by the intent and true meaning of these presents, are or ought to be made as aforesaid, to all and every the said Children, then the said C. D. E. F. and G. H. their Executors, Administrators and Assigns (according to the trust aforesaid, in them and every of them reposed) shall permit and suffer the said person and persons, which for the time being shall have the next and immediate Inheritance of the Premises from and after the determination of the said Term of sixteen years, as aforesaid, quietly and peaceably from and after the decease of the said A. B. to have and keep the possession of all and every the before-mentioned Premises, and to receive and take the Rents, Issues and Profits thereof: And that in default of

of payment of the said sum or sums, or any part thereof, it is meant and intended by all and every the Parties to these presents, that the said C.D. E. F. and G.H. and the Survivors and Administrators and Assigns, shall enter and take the possession of the Premises, and of every part and parcel thereof, according to the Limitation herein before expressed, And the Rents, Issues and Profits thereof, shall employ and convert wholly, for and towards the payment of the said several sums of two hundred pounds a piece, to the said younger Sons and Daughters, or sum of Eight hundred pounds to be equally divided between them (which of them shall become payable, according to the true intent and meaning of these presents) together with Interest of all and every the said sum and sums, after the Rate of Six pounds per Centum, for every year that the same shall be unpaid (to be accounted from the end of the four years before mentioned, for payment thereof) for the forbearance of the said sum and sums, or such part thereof as shall be unpaid, as aforesaid: And it is likewise meant, intended and agreed, that after the said sum and sums of Money, with Interest for the forbearance thereof, shall be truly paid to the said younger Sons and Daughters, they the said C. D. E. F. and G.H. their Executors, Administrators and Assigns, shall yield and deliver up the Premises, and all their Estate and Interest therein, to such Person and Persons to whom the same, next and immediately after the expiration of the said Term, by the true intent and meaning of these presents shall appertain, pursuant to the Trust in them and every of them, herein and hereby reposed.

In default of payment the Trustees to enter, and hold until payment.

After the Portions paid, to yield up their interest, &c.

AND (21.) **Provided** always, and it is concluded, to ded and agreed by and between all the said pay-
 pay Port- ties to these presents, That it shall and may
 tions. by be lawful to and for the said A. B. at any time
 power during the term of his natural life, by his Deed
 given to in Writing under his Hand and Seal duly ex-
 grant ecuted, to give, grant, limit and appoint un-
 Annuity to such person or persons, as shall to him seem
 or Rent- meet, and his and their Heirs, one Annuity
 Charge. or yearly Rent of four hundred pounds per
 annum, to be issuing and going out of all and
 every the Mannor, Messuages, Lands and
 Tenements before mentioned, with a Clause
 of Distress for the same or any part thereof,
 when and so often as the same shall be unpaid,
 upon all or any the said Mannor, Messuages
 and Lands, in such Writing or Deed to be con-
 tained. **Habendum** the said Annuity or year-
 ly Rent-Charge of four hundred pounds, un-
 to the said person or persons, and his and their
 heirs, until such time as the sum and sums of
 money hereafter mentioned, shall or may there-
 with be paid and fully satisfied, under and up-
 on such limitations, trusts and confidences, as
 hereafter in these presents are contained and
 expressed, the same yearly Rent to be paid at
 the Feasts of the Annunciation of St. Mary
 the Blessed Virgin, and of St. Michael the
 Archangel, by even and equal Portions; and
 the first Payment thereof to begin at such of
 the said Feasts, as shall happen next after the
 The trust decease of the said A. B. upon special trust and
 confidence: nevertheless, That the said person
 or persons, to whom the said yearly Rent shall
 be granted as aforesaid, and his and their
 Heirs, shall out of and with such sum and sums
 of money, as shall and may be received and
 had thereof, content and pay, or cause to be
 contented and paid, as well to the Daughter
 and Daughters of the said A. B. upon the bo-
 dy of the said E. his Wife lawfully begotten,

or to be begotten, which shall be living at the time of the decease of the said A. B. and not then married, the full sum of Three hundred pounds a piece, for and towards their advancement and preferment in Marriage, or otherwise: As also to such of the said Daughters of the said A. B. as shall be married in his life-time, and whose Marriage-money (not exceeding the sum of Three hundred pounds) agreed upon by him in his life-time, shall be unpaid in part or in the whole at the time of his decease; such sum and sums of money, as together with such part of the said Marriage-money, which shall be paid in the life-time of the said A. B. (if any be) shall extend to be for every such Daughter Three hundred pounds a piece in the whole, the same to be first paid and discharged according to such Covenants, Bonds and Agreements, as shall be made or entered into by the said A. B. in that behalf. And then the other sums aforesaid, to be levied and paid to every other of the said Daughters successively, according to the order and priority of their age and birth. And it is further concluded and agreed by and between the said Parties to these presents, That the said Conveyances and Assurances to be made and executed as aforesaid, shall be and stand inure: And the said C. D. E. F. and G. H. and their Heirs, shall stand and be seised of all and every the Mannors, Messuages, Lands and Premises before mentioned, so to be charged to the end, intent and purpose, That every such person and persons, to whom any such Rent shall be granted, limited and appointed, according to the true intent and meaning of these presents, his and their Heirs and Assigns shall and may from time to time have, perceive and enjoy the said Rent, according to the purpose and effect of such Grant, limitation or appointment; and may from time to time for non-payment of the said Rent, or any part thereof

To pay
to the
Daughters
300
l. a piece.

How to
be paid.

The parties
to
stand seised,
to the
end the
Grantee
may
have or
distrain
for the
Rent.

thereof, enter into and upon the said Manor, Lands and Tenements, so to be charged, and distrain for the same, and the Renterages thereof, as in case of a Rent-Charge, and according to the effect and intent of such Grant, Limitation or Appointment.

C H A P. X.

Provision taken for Payment of Debts, Legacies, &c. in the limitation of Uses.

(1.) **A**S for touching and concerning the said **Pay-**
Messuages, Lands, Hereditaments, ment of
 and **Premises,** not herein before limited to the **Debts,**
 use of the said E. B. [wife of A. B.] for her **Legacies, &c.**
Torture (being parcel of the said **Messuages,**
Lands and Tenements, comprised in the said
fine) to the use and behoof of the said C. D.
 E. F. and G. H. the **Cognizors,** for and during the
Term of one and forty years, to commence im-
 mediately from and after the decease of the said
 A. B. upon trust and confidence, and to the end,
 intent and purpose, that the said C. D. E. F. and
 G. H. their **Executors, Administrators and As-**
signs, shall and may receive, perceive, dispose
 and employ the **Rents, Revenues, Issues and**
Profits of the said **Messuages, Lands, Tene-**
ments and Premises respectively, for and during
 the said **Term** of one and forty years, for and to-
 wards the satisfaction and payment of all such
Debts and sums of Money, which the said A. B.
 shall happen to owe at the time of his **Death,** or
 for which any **Person or Persons** shall, at the
 time of the death of the said A. B. stand engaged
 for or with the said A. B. and for his proper **Debt:**
 and for the payment of such **Annuity or Annui-**
ties, as the said A. B. hath granted, or shall **Pay-**
 hereafter grant or limit, to be issuing or going out **ment of**
 of the said **Messuages, Lands, Tenements and** **Annui-**
Hereditaments, or any of them: (after that all **ties gi-**
 and every the said **Debts** shall be fully satisfied) **Servants**

Term of
41 years
limited
upon
Trust.

To pay
Debts
and dis-
charge
Sureties.

Pay-
ment of
Annui-
ties gi-
ven to
Servants

After
Debts,
&c. paid
to sur-
render
the E-
state.

After
expira-
tion or
surren-
der, to
the use
of such
as by last
Will
shall be
appoin-
ted.

to any Person or Persons which is, are, have
been, or hereafter shall be the Servant or Ser-
vants of the said A. B. for and in respect of
their Service or Services, done or to be done
to the said A. B. And also, for and towards
the payment of such Legacy and Legacies, and
sums of Money, which the said A. B. shall by his
last Will and Testament in writing, to be sign-
ed, sealed and published before three or more suf-
ficient Witnesses, give, limit, ordain and ap-
point. And upon further Trust and confidence,
that they the said C. D. E. F. and G. H. their
Executors, Administrators and Assigns, after
all and every the said Debts, Engagements,
Annuities and Legacies shall be payed and sa-
tisfied according to the intent and true meaning
of these presents, shall and will surrender and
yield up their said Estate and Interest, of and
in the Premises, so to them limited as aforesaid,
and of and in every part and parcel thereof to
such Person or Persons to whom the free-
hold or Inheritance of the said Premises shall
next and immediately appertain, by the purport
and true meaning of these presents. And from
and after the end, expiration, surrender or other
determination of the said Lease of One and
twenty years, The said Fine shall be and inure,
and the said Cognizances shall stand and be seized
of and in the said last mentioned Premises, to
the use and behoof of such Person and Persons,
and for such Estate and Estates, and for such
part and parcel as the said A. B. shall by his
last Will and Testament in writing, in the pre-
sence of three or more credible Witnesses, limit,
appoint and declare, &c.

(2.) To the Use of the said A. B. and his Another Assigns, for and during the term of his natural by a use life, without impeachment of or for any manner limited, of Waste, and from and after the decease of the to make said A. B. then to the use of the said C. D. E. F. Sale. and G. H. [the Cognizors] their Heirs and Vide, al- Assigns for ever : In trust, and for and to this so Sect. 3 end, intent and purpose, that they the said C. D. hereaf- E. F. and G. H. and the Survivors and Survi- ter fol- vor of them, his and their Heirs, shall and may lowing, bargain, sell, convey, or otherwise dispose of the which same, for and towards the payment, (a) satisf- gives di- faction and discharge of such Debts and sums of rection Mony, as the said A. B. now, or shall at the for dis- time of his death owe to any Person or Persons posal of whatsoever : And for the discharging (b) of such the Person and Persons, as do now stand, or which mean at the time of the death of the said A. B. shall profits stand bound or ingaged for or with the said A. B. until for the said Debts or sums of Mony, or any of Sale. them : And also for the satisfaction, (c) pay- (a) For ment and discharge of all such sum and sums of payment Mony, which the said A. B. hath, or hereafter of debts. shall take up, borrow or receive, and for or in (b) Dis- consideration whereof, he hath heretofore gran- charge ted, or hereafter shall grant any Annuity or An- of Sure- nities, or Rent or Rents charge, issuing, or to ties. be issuing or payable out of the said Mannors, (c) Dis- Lands, Tenements, Hereditaments and Pre- charge mises, or any of them, whereby the said Rent of Mo- or Rents shall or may be determined : And neys also for and towards the payment and (d) dis- borrow- charge of the Legacies and Bequests, which the ed upon said A. B. by his last Will and Testament in Security writing, to be sealed, subscribed and published by of An- him before three sufficient Witnesses, shall give or nities bequeath to any Person or Persons, or to any granted. Use or Uses, or so much of such sum and sums, (d) Dis- Debts and Legacies, as the value of the said charge Mannors, Lands and Tenements to be sold, as of Le- asoforsaid, shall amount unto : And if that any gacies. over=

To pay
back the
Over-
plus.

If next
Heir dis-
charge,
or give
Security
to pay
the
Debts,
Legacies,
&c. the Tru-
stees are
to convey
back to him.

overplus shall be of Moneys made or raised, by sale of the said Mannors, Lands and Tenements and Hereditaments, more then shall be, or will be sufficient to satisfie and discharge all the said Debts, sums of Money, Legacies and Bequests, That then the said C. D. E. F. and G. H. their Heirs, Executors or Administrators, shall and will pay and deliver the same overplus, which shall remain of the Sale or Value of the said Mannors, Lands, Tenements and Hereditaments, unto the Executors or Administrators of the said A. B. And further, upon this Trust and confidence, That if such Person or Persons, that shall be next Heir at Law unto the said A. B. shall within one year next after the death of the said A. B. well and truly satisfie, pay and discharge all the aforesaid Debts, sums of Money, and Legacies and Bequests, which by the true intent and meaning of these presents, are limited, intended or expressed to be paid, for, out of or in respect of the said Mannors, Lands, Tenements, Hereditaments and Premises, or shall give or make to the said C. D. E. F. and G. H. or the Survivors or Survivor of them, good and sufficient Security for the payment of all and every the said Debts, sum and sums of Money, Legacies and Bequests, which by the true intent and meaning of these presents are before expressed to be paid, That then the said C. D. E. F. and G. H. and their Heirs, and the Survivors and Survivor of them, his and their Heirs and Assigns, shall and will at the Cost and charges in the Law, of such Person or Persons, as shall be next Heir at Law unto the said A. B. convey and assure the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, to the said Person or Persons, his and their Heirs or Assigns, by such good and sufficient Conveyance and Assurance in the Law, with severall respective Warranties onely by every of them the said C. D. E. F. and G. H. severally and respectively,

cively, against themselves and their several and respective Heirs, as by such Person or Persons his or their Heirs or Assigns, or his or their Council learned in the Law shall be reasonably devised, advised and required.

(3.) And as for, touching and concerning the said Mannors, Lordships, Messuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances in the said County of M. to the use and behoof of the said C. D. E. F. and G. H. the Cognizees, &c. and of their Heirs and Assigns for ever, upon Trust and confidence: nevertheless, and to the end, intent and purpose, that they the said C. D. E. F. and G. H. and the Survivors and Survivor of them, his and their Heirs, shall and may, at his and their free will and pleasure, sell, convey and assure the said Mannors, Messuages, Lands and Premises in the said County of M. and every part and parcel thereof, for the best benefit, profit and advantage, which shall or may be, bona fide, had or gotten for the same. And that the Money to be raised by every or any such Sale, and as every such Sale shall be made, shall be forthwith paid and disposed of as followeth: that is to say, for and towards the payment of the Debts of the said A. B. and sums of money mentioned in a Schedule hereunto annexed: And in case any Surplusage shall remain over and above such sum and sums of money, as shall be expended in the payment and satisfaction of the said Debts, That then the said Surplusage or Overplus, shall be paid by the said C. D. E. F. and G. H. or the Survivors or Survivor of them, or the Executors or Administrators of the Survivor of them, unto the said A. B. or to such other Person or Persons, as the said A. B. shall by his last Will or Testament in writing, testified by two or more credible Witnesses, or by any other Writing (testified as aforesaid) under his hand and seal, direct and appoint, and for want of such direction

Another
to make
Sale, &c.

Money
raised by
Sale to
pay
Debts
mentio-
ned in a
Sche-
dule.

Disposi-
tion of
the O-
verplus.

or

Disposal
of the
Profits
before
Sale.

A limi-
tation
for years
to Exe-
cutors
to pay
Debts.

To the
use of
Execu-
tors for
perfor-
mance
of a
Will.

or appointment, to the Executors or Administra-
tors of the said A. B. And upon further Trust and
confidence, that the said A. B. his Executors,
Administrators and Assigns, shall and may until
such Sale made, have, receive and take to his and
their own proper use, all and singular the Rents,
Issues, Revenues and Profits of the said Man-
nors, Messuages, Lands and Premises, hereby
limited and intended to be sold as aforesaid.

(4.) To the use of the said A. B. for Term of
his natural life, without impeachment of or for
any manner of Waste, and from and after his de-
cease, to the use and behoof of such Person or
Persons as shall be Executor or Executors of the
last Will and Testament of the said A. B. for and
during the end and Term of ten years: upon
Trust, and to the end, intent and purpose, That
the said Executor or Executors may dispose of all
the Rents, Issues, Profits and Revenues of
the Premises, and of every part and parcel there-
of, for and towards the payment of the Debts of
the said A. B. and such Legacies as shall be by the
said Will given and devised, the reasonable Cost
and charges of the said Executors, in reparation
of the Premises, or any part thereof, and in
execution of the said Trust being deducted: And
from and after the end, expiration, or other deter-
mination of the said Use and Estate limited to the
said Executors, To the use of, &c.

(5.) To the use of M. B. Widow, Mother of
the said A. B. for and during the Term of her
natural life: And from and after the decease of
the said M. to the use of the said A. B. for and du-
ring the Term of his natural life, and from and
after the decease of the said M. B. and A. B. To
the use and behoof of the Executors and Admini-
strators of the said A. B. for and towards the per-
formance of the last Will and Testament of the
said A. B. for the term of six years, and from and
after the end, expiration or determination of the
said Term of six years, to the use and behoof of &c.

(6.) After

(6.) After a limitation to A. B. for life: Then Another follows: And from and after the decease of the said A. B. to the use of such Person or Persons, for performance of a Will. as the said A. B. by his last Will and Testament in writing, or by any other writing to be by him sealed and subscribed in the presence of two or more credible witnesses shall nominate and appoint, for such Term and until such time, as the same Person or Persons, so to be nominated, shall or may levy, take or receive, out of the yearly Rents, Issues and Profits of the Premises, such sum or sums of Money, not exceeding the sum of Two hundred pounds in the whole: to be disposed of, distributed or paid to such Person or Persons, and in such manner and form, and to such ends, intents and purposes, as the said A. B. shall in and by his last Will and Testament, or other writing, as is aforesaid limit and appoint: And in default of such limitation or appointment, to the Executors or Administrators of the said A. B. And after the end or determination of the said Use or Estate last before-mentioned, Then to the use and behoof of C. B. Son and Heir of the said A. B. and the Heirs of the said C. B. lawfully begotten, or to be begotten: And for default of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever.

C H A P. XI.

Forms of Alteration of Uses upon Acts done, &c.

These were the uses of a Fine, &c. intended to be acknowledged. If other Lands be conveyed in lieu of the Lands limited, then the use in those Lands to be to another, &c.

- (1.) — **T**he use and behoof of the said C. B. [who is Feoffors Son] for and during the Term of his natural life, and from and after his decease, to the use and behoof of E. B. wife of the said C. B. for and during the Term of her natural life: and from and after the decease of the said C. B. and E. B. and of the Survivour of them to the use and behoof of, &c.
- (2.) Provided alwaies, and it is Covenanted, granted, concluded and agreed by and between all the said Parties to these presents, and it is the true intent and meaning of these presents, and of the said Parties hereunto: That if the said A. B. or the said C. B. or either of them, shall at any time hereafter, during the natural life of the said E. B. convey and settle, or cause or procure to be conveyed and settled a good, perfect and indefeasible Estate in the Law, in and to the said E. B. or to her use and behoof, of, in or to any other Mannor or Mannors, Lands or Tenements, within the Kingdom of England, of the clear yearly value of Two hundred pounds per annum, of lawful Money of England, or more, over and above all Charges and Reprises, for Term of the natural life of the said E. B. and to and for her only use and behoof, to begin and take effect in possession, immediately upon the decease of the said C. B. in lieu and recompence of such Lands, Tenements and Hereditaments in D. aforesaid, as are before in and by these

these presents intended or agreed to be conveyed and assured unto the said E. B. for and during the Term of her natural life, in such manner and form as is aforesaid: That then the said Estate for life hereby limited and appointed to or for the said E. B. of, in and to the said Lands, Tenements and Hereditaments, and all and singular other the Premises in D. aforesaid, shall cease, determine, and be utterly void, frustrate and of none effect. And that then and from thenceforth, the said Recovery and Recoveries, &c. shall be, and shall be adjudged, deemed and taken to be, and the said Recoveries, &c. and every of them, their and every of their Heirs, shall and will stand and be seized, and be adjudged, deemed and taken, to stand and be seized, from and after the decease of the said C. B. of and in such and so much of the said Lands and Tenements, and other the Premises in D. aforesaid, as is limited and appointed before in and by these presents, to or for the use of the said E. B. for term of her life, as aforesaid, to the only use and behoof of the Heirs Males of the Body of the said C. B. on the Body of the said E. B. lawfully begotten, and to be begotten, and for default of such Issue, then to such further use and uses, behoofs, intents and purposes, as be thereof before, in or by these presents expressed and declared, and to none other use or uses, intents or purposes whatsoever: Any thing before in these presents contained, to the contrary thereof in any wise notwithstanding.

The alteration of the use.

To alter the Use upon non-payment of an Annuity or Rent. Chap. 9.

(3.) This Indenture, &c. Between A. B. of the first part, C. D. and E. F. of the second part, and G. H. of the third part: Let there be first a Covenant from A. B. to levy a Fine sur cognizance de droit come ceo, &c. of all that Annoz, &c. to C. D. and E. F. Then add, And it is Covenanted, agreed, condescended unto, and declared by and between all the said parties to these presents, That the said Fine so to be acknowledged and levied as aforesaid, shall be and inure, and the said C. D. and E. F. their Heirs and Assigns, and the survivor of them, and his Heirs and Assigns, shall stand and be seised of the said Annoz, &c. and all other the Premises, to the uses, intents and purposes hereafter mentioned, that is to say, to the end, intent and purpose, That the said G. H. and his Assigns, shall and may yearly during his natural life, lawfully and peaceably have, perceive and take out of the said Annoz, &c. and all other the Premises, one yearly Rent of Two hundred pounds per annum, of lawful moneys of England, at two usual days or feasts in the year, that is to say, the feasts of, &c. with a Clause of Distress, &c. [vide Chap. 8. Sect. 5.]

Upon non-payment to enter.

(4.) And further, That if it shall happen the said yearly Rent of Two hundred pounds, or any part thereof, to be behind or unpaid, by the space of Thirty days next after either of the said feasts or days of payment, whereon the same ought to be paid as aforesaid, being lawfully demanded, That then and from thenceforth it shall and may be lawful to and for the said G. H. and his Assigns, into the said Annoz, &c. and Premises, and every part and parcel thereof, to enter, and the same to have, hold and enjoy, for and during the term of his natural life. And that immediately from and after such Entry made, the said C. D. and E. F. [the Feoffors or Cognizees] their Heirs and Assigns, and

and all other person and persons whatsoever, Cogni-
which now are, or at the time of such default, zeas (af-
made, shall be seised of and in the said Mannor, ter En-
sc. shall stand and be seised thereof; and of every try) to
part and parcel thereof, to the use and behoof of stand
the said G. H. and his Assigns, for and during seised to
the term of his natural life, sc. with remainders Gran-
over, sc. toes use.

(5.) And that if it shall happen the said Another,
yearly Rent of, sc. to be behind or unpaid, in
part or in all, by the space of Thirty days next
after either of the said Feasts or days of pay-
ment, whereon the same ought to be paid as a-
foresaid, being lawfully demanded, That then
and from thenceforth it shall and may be lawful
to and for the said G. H. and his Assigns, into
the said Mannor, sc. and every part and parcel
thereof, to enter, and the same to have, hold
and enjoy, until he shall out of the Rents, issues
and profits thereof, have levied and received the
said Annuity of, sc. and all and every the ar-
rears thereof, together with such reasonable The par-
costs, charges and expences, as the said G. H. or ty to
his Assigns shall be at, in the levying and re- have the
siding of the same. And that then and from Land,
thenceforth after such default and Entry made as until sa-
aforesaid, the said C. D. and E. F. [the Cog- tisfied of
nizes] and their Heirs, shall stand and be sei- the Rent
sed of the said Premises, and of every part and and Ar-
parcel thereof, to the use and behoof of the said rears.
G. H. and his Assigns, for, during, and until
such time as the said G. H. or his Assigns, shall
and may lawfully hold and enjoy the Premises,
according to the intent and true meaning of these
presentes, sc.

Another
to make
void and
alter a
Use up-
on Mar-
riage,
without
Fathers
consent.

(6.) Provided always, That if the said C. B. or any of the Sons of the said A. B. lawfully begotten or to be begotten, which shall fortune to be Heir apparent of the said A. B. shall in the life-time of the said A. B. marry or take to Wife any Woman, or contract Marriage with any Woman, without the consent of the said A. B. first had and obtained in Writing, thereunto, That then the Estate, Use, remainder and possession of every such person and persons so marrying or contracting, shall cease, determine, and be void: And that yet nevertheless all other the several Uses, Estates and Remainders, by these presents limited and expressed, of and for the said Mannors, &c. shall stand, remain and continue in full force and effect. And the said fine so to be had and levied as aforesaid, shall be and issue, and the said Cognizors, therein to be named, and the surbivors of them, and his Heirs, shall stand and be seised of the said Mannors, &c. in the said fine to be contained, to the use and behoof of such other person or persons, as should or ought to have had the same, by the true intent and meaning of these presents, next after the determination of the Estate of the same person or persons, so marrying or contracting in such manner and form, and of such Estate and Estates, as is herein before limited, any thing herein before contained to the contrary hereof in any wise notwithstanding.

A Rent
to cease
upon a
Daugh-
ters Mar-
riage
without
Fathers
license,
or his
payment
to her a
Portion.

(7.) And it is Covenanted, concluded and agreed by and between all the said parties to these presents, for them and every of them, their and every of their Heirs and Assigns: And it is the true intent and meaning of the said Recompent, fine, and other assurance of the said Premises, so made as aforesaid, That they the said C. D. E. F. and G. H. shall stand and be seised of the said Mannors, and of all and singular other the Premises, to the uses, intents and purposes following, that is to say, to the use, intent and

purpose, that the said C. B. the Son of the first-
 offor A. B. and his Assigns, shall and may re-
 ceive yearly, &c. And also to the use, intent and
 purpose, That K. B. one of the Daughters of the
 said A. B. shall and may yearly during the term
 of her natural life, have and perceive out of the
 said Premises, one yearly Rent of forty pounds
 per annum, of good and lawful money of Eng-
 land, to be paid at the four usual feasts of the
 year, that is to say, at the feasts of the An-
 nunciation of St Mary the Blessed Virgin,
 St. John the Baptist, St. Michael the Arch-
 angel, and the Nativity of our Lord and Savi-
 our Jesus Christ, by even and equal portions.
 And if it shall happen the said yearly Rent of
 forty pounds, or any part thereof, to be behind
 or unpaid, at any of the said feasts or days of
 payment, whereon the same ought to be paid as
 aforesaid, That then the said K. B. and her As-
 signs, during the life of the said K. shall and
 lawfully may enter and distrain in and upon the
 said Premises, or any part thereof, for the
 same, so being behind, as for a Rent-charge,
 to all intents and purposes.

(8.) Provided alwayes, That if the said The Pro-
 K. B. shall during the life-time of the said A. B. viso.
 happen to marry, without the consent of the said
 A. B. to such Marriage, first had and obtained :
 Or if the said A. B. shall or do at any time du-
 ring his natural life, bestow upon the said K. in
 Marriage, or otherwise, the sum of five hun-
 dred pounds, of lawful moneys of England,
 That then and from thenceforth, the said Annual
 sum of forty pounds per annum, shall cease and
 be determined, to all intents and purposes
 whatsoever.

To alter an Use limited to the Wife upon her claim of Dower. (9.) To the use and behoof of the said A. B. for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the decease of the said A. B. to the use and behoof of E. B. now Wife of the said A. B. for and during the term of her natural life: and from and after the decease of the said A. B. and E. B. and of the survivors of them, to the use and behoof of the right Heirs of the said A. B. forever.

The Proviso to alter the Use. Provided always, and it is the true intent and meaning of these presents, That if the said E. B. shall or do at any time or times after the decease of the said A. B. (in case she shall fortune to survive him) commence, or cause to be commenced any Action or Suit, for any Dower, out of, or in all or any of the Mannors, Land, Tenements or Hereditaments of the said A. B. or whereof he was seised of any Estate of Inheritance, during the coverture between her and the said A. B. and shall not hold her self satisfied with the Lands and Tenements aforesaid, limited, meant and intended to and for her Jointure, and in satisfaction of her Dower, That then and immediately from thenceforth, the said Use and Estate herein before limited to the said E. B. shall cease, determine and be void, to all intents and purposes: and that then and from thenceforth, the said Cognizees shall stand and be seised of the Premises, and of every part thereof, to the use and behoof of the right Heirs of the said A. B. according to the Limitation aforesaid.

(10.) To the use and behoof of the said A. B. And for and during the term of his natural life: and thereafter from and after his decease, to the use and behoof of E. B. now wife of the said A. B. for and during the Term of her natural life, or until such time as she the said E. B. or any other by her allowance or appointment, shall by any publick act, by her, him or them to be done, or permitted to be done, seek, endeavour or put in practice, to obtain any Dowry, of, in or to any the Lands, Tenements or Hereditaments of the said A. B. or whereof he was seized of any Estate of Inheritance, during the Coverture between him and the said E. B. and immediately from and after such publick act as aforesaid, or after the decease of the said E. B. and A. B. to the use and behoof of the right Heirs of the said A. B. for ever.

(11.) Let there be a Covenant from A. B. to To alter levy a fine to C. D. and then add as followeth: a Use which said fine so to be had and executed as a upon aforesaid, of all and every the said Messuages, Non-Lands, Tenements, Hereditaments and Pre-payment mises, shall be and inure, and shall be deemed, of a sum construed and taken, to be and inure to the onely in gross. use and behoof of the said C. D. his Heirs and Assigns for ever.

(12.) Provided alwaies nevertheless, That The Proviso. if the said C. D. his Heirs, Executors, Administrators or Assigns, shall not well and truly content and pay, or cause to be well and truly contented and payed unto the said A. B. his Heirs, Executors, Administrators or Assigns, in or upon the, &c. next ensuing the Date hereof, at or in the now dwelling house of the said A. B. situate in H. aforesaid, the sum of One thousand pounds of lawful Monneys of England, but in payment thereof, or of any part thereof, shall make default contrary to the true intent and meaning of these presents, That then and from thenceforth, the use before limited to the said C. D. of, for and concerning all and every the said Messuages,

Messuages, Lands, Tenements, Hereditaments and Premises, and of, for and concerning every part and parcel thereof, shall cease and determine: and that then and from thenceforth the said Fine to be had and executed, as aforesaid, and the Execution thereof shall be and inure, and the said C. D. his Heirs and Assigns, and all and every other Person and Persons, that shall stand and be seized of the said Messuages, Lands, Hereditaments and Premises, or of any part or parcel thereof, shall stand and be seized thereof, from and after such default of payment made, as aforesaid, to the use and behoof of the said A. B. his Heirs and Assigns for ever, and not to any other use or uses, intents or purposes whatsoever.

Another being a provision for a younger son.

(13.) Provided always, and it is Covenanted, granted, descended, concluded and fully agreed, by and between all the said Parties to these presents, and the true intent and meaning of them and every of them, and of these presents is, That if the said C. D. [the Elder Brother] or some other person or persons, to whom any Estate is hereby limited, or intended to be limited, of and in the said Manor of D. in the said County of M. and the Lands, Tenements and Hereditaments thereunto belonging, or any of them, their, or some or one of their Heirs or Assigns, or some or any of them, shall not within two years, next after the decease of the said A. B. well and truly pay, or cause to be paid unto E. B. one of the Sons of the said A. B. [if he the said E. B. shall be then living] the sum of Two thousand pounds of lawful Monies of England, That then, and immediately after such default of payment, all and every the Use and Uses herein before limited and declared, as for and concerning all the said Manor of D. and the Lands, Tenements and Hereditaments thereunto belonging, shall cease and be void: And then, and from thenceforth, the said Recovery and Recoveries

beries, so as aforesaid, or in any other sort to be had and suffered, shall be and inure; and the Recoveror and Recoverors therein named, his and their Heirs shall stand and be seized of and in the said Mannor and Premises, in the said County of M. to the use and behoof of the said E. B. his Heirs and Assigns for ever.

(14.) Make an Indenture Tripartite, between A. B. and E. his wife, of the first part: C. D. and E. F. of the second part: and G. H. of the third part: and let A. B. for himself, and E. B. his wife, Covenant to levy a Fine to C. D. and E. F. of all those Mannors, &c. Then add: And it is Covenanted, granted, concluded and agreed, by and between all and every the said Parties to these presents, for them and every of them, their and every of their Heirs and Assigns, That the said Fine, so to be acknowledged and levied as aforesaid, of the said Mannors, Lands, Tenements, Hereditaments and Premises, and the Execution thereof, and the Estate, Right, Title, Interest and Possession of them the said C. D. and E. F. and of the Heirs of such of them, to whom the Inheritance of and in the Premises shall be limited, in and by the said intended Fine, shall be, and for ever shall be adjudged and taken to be: And also, that they the said C. D. and E. F. and the Heirs of such of them, to whom the Inheritance of the said Premises shall be limited, in and by the said intended Fine, shall stand and be seized of, and in all and singular the said Mannors, Lands, Tenements, Hereditaments and Premises, and of every part thereof, with Th'appurtenances, to and for the uses, intents and purposes hereafter in these presents mentioned: that is to say: To the use and behoof of the said G. H. his Heirs and Assigns for ever, under the Proviso, Condition and Agreement, hereafter in these presents mentioned and contained.

Ano-
ther, 'o
alter a
use upon
payment
of a sum
in gross.

The use
of the
Fine.

Proviso, (15.) Prohibited always, and upon Condition, to make void the use upon payment of Money. That if the said A. B. his Heirs, Executors or Administrators, or any of them, shall and do well and truly satisfy and pay, or cause to be well and truly satisfied and payed unto the said G. H. his Heirs, Executors, Administrators or Assigns, the full sum of One thousand pounds of lawful Monies of England, at or in the Middle-Temple-Hall, London, in manner and form following,

viz The sum of five hundred pounds thereof, on the, &c. That then and from thenceforth, the said Use and Estate of the said G. H. and of his Heirs and Assigns, of and in all and every the said Mannors, &c. shall forthwith cease and be utterly frustrate and void: And also, that immediately from and after the said sum of One thousand pounds shall be fully satisfied and paid as aforesaid, the said Fine so intended to be had and levied as aforesaid, and the Estate thereby in any wise to be had or made, shall be, and forever shall be taken to be, of and in all and every the said Mannors, Lands, Tenements, Hereditaments and Premises, to the use and behoof of the said A. B. and E. his wife, for and during their natural lives, and for and during the natural life of the longer liver of them, and from and after their deceases, then to the use and behoof of the Heirs Males of the Body of the said A. B. upon the Death of the said E. B. lawfully begotten, and in default of such Issue, to the use, an Use &c.

upon a (16.)—To the use of G. H. and his Heirs, Portion until the said sum of five hundred pounds given in paid by the said G. H. unto the said A. B. as the Marriage Portion of the said E. H. in case the said intended Marriage between the said C. B. back; if the Son of A. B. and the said E. H. shall not take the Marriage effect before the Feast of, &c. next ensuing the Date hereof, he repayed by the said A. B. his Heirs, take not Executors or Administrators unto the said G. H. his Executors or Administrators. But in case the

the said Marriage shall take effect, Then from and after the said intermarriage had and solemnized, the said Fine so to be had and levyed as aforesaid, shall be and enure, and shall be deemed, construed and taken to be and enure, to the use and behoof of the said C. B. for and during the term of his natural life, and from and after the decease of the said C. B. to the use and behoof of the said E. for and during the term of her natural life: And from and after the decease of the said C. B. and E. F. and the Survivors of them, To the use and behoof of the Heirs Males of the Body of the said C. B. on the Body of the said E. lawfully to be begotten, &c. And in case the said Marriage shall not take effect before the said feast of, &c. That then, immediately from and after the said repayment of the said Marriage Portion, to be made as aforesaid, the said fine to be had and levyed as aforesaid, shall be and enure, and shall be deemed, construed, reputed and taken to be and enure to the use and behoof of the said A. B. his Heirs and Assigns for evermore.

C H A P. XII.

Power given to Revoke Uses, and to limit New.

Power
to re-
voke by
Deed,
attested
by two
or more
Witnes-
ses.

Cogni-
zes, &c.
to stand
seized
to other
uses.

(1.) **P**rovided always, that if the said A. B. shall at any Time, during his natural life, intend or be minded to alter, change, repeal, revoke, or make void all the said Estates, Uses, Remainders and Limitations before in these presents mentioned, or any of them, of and in the Premises, or any part or parcel thereof; And shall by any Deed or Words in writing, under his Hand and Seal, to be attested by two or more credible witnesses, subscribing their Names thereunto, signify and declare, that his mind and intent is, to alter, change, repeal, revoke, or make void the said Estates, Uses, Remainders and Limitations, or any of them, That then and at all times, from and after such Deed or Words shall be so signed, sealed and attested, as aforesaid, All and every the said Uses, Estates, Remainders and Limitations, before in these presents specified and declared, or such or so many of them as shall be mentioned in the said Writing or Writings of Revocation, to be repealed, revoked, or made void of or in the said Premises, or any part thereof, shall from thenceforth cease, determine, and be repealed, revoked and utterly void for ever. And that then and from thenceforth, the said C. D. E. F. &c. and the Survivors and Survivor of them, his and their Heirs, and all and every other Person and Persons whatsoever, which shall be then seized of the said Premises, with the appurtenances, or of any part or parcel thereof, shall stand and be seized thereof, or of so much thereof, as shall be mentioned and contained

in

in the said Writing or Writings of Revocation, to be therein and thereby revoked, repealed, and made void, as aforesaid, to the onely use and behoof of him the said A. B. his Heirs and Assigns forever, or to such other use or uses, intents and purposes, as in and by the said Deed or Deeds, Writing or Writings of Revocation, shall be limited, declared and appointed: and to none other use, intent or purpose whatsoever: any thing before specified, to the contrary thereof in any wise notwithstanding.

(2.) Provided always, and it is fully agreed by and between all the said Parties to these presents, That it shall and may be lawful to and for the said A. B. at any time or times hereafter, during his life, at his free will and pleasure, by his Deed or last Will and Testament in writing, by him to be Sealed and Published in the presence of three credible Witnesses at the least, to alter, change, determine, revoke, or make void all or any the Use or Uses, Estate or Estates in these presents before declared, mentioned or limited, of the Premises or any part thereof: And that at all times from and after such time as the said A. B. shall by any such his Deed or last Will in Writing, so express and declare his pleasure and mind to be, to alter, change, determine, revoke or make void all or any the Use or Uses, Estate or Estates in these presents before declared, mentioned or limited, of the said Premises, or any part thereof, That then and from thenceforth, all or such of the said Estate and Estates, Use and Uses herein before declared, as shall be so declared and mentioned by such Deed or last Will of the said A. B. to be altered, changed, determined or made void, shall cease determine and be void: And that then and from thenceforth, the said Fine or Fines, and the said Cognizances therein to be named, and all other Person and Persons, which shall then happen to be seized of the Premises, or any part or parcel thereof, of

To re-
voke,
and li-
mit new
Uses, by
Deed or
last Will.

New
Uses.

which

which the Use or Uses shall be so altered, changed, revoked, determined or made void, shall thereof stand and be seized to the use of such Person and Persons, and of such Estate and Estates, and in such manner and form, as in and by such Deed or last Will of the said A. B. Sealed, Published and Attested as aforesaid, shall be declared and expressed, and for want of such declaration, to the use and behoof of the said A. B. his Heirs and Assigns for ever.

Another
where
the Uses
were
raised
by a Co-
venant
to stand
seized.

(3.) Provided always nevertheless, and it is Covenanted, concluded and fully agreed by and between all the said Parties to these presents, That if the said A. B. shall be mindful at any Time hereafter, to alter or revoke the said Uses or any of them, and the Estate or Estates that shall or may be vested or settled by virtue, force, or reason of these presents, and of the Statute of transferring Uses into possession, It shall and may be lawful to and for the said A. B. at all times at his own will and pleasure, during his natural life, in or by his Deed in writing, to be testified by two or more credible Witnesses, or by the last Will and Testament of him the said A. B. to be testified as aforesaid, to revoke, alter, change, determine, annul, make void and frustrate all or any of the said Uses or Estates in these presents before mentioned, of all or any part or parcel of the said Mannor, &c. And also by his said Deed in writing, or by his last Will in writing, to be testified as aforesaid, to limit, declare and appoint the Uses of the said Mannor, Lands and Premises, or of any of them, or of any part or parts of them, to any of the Persons before-named, or to any other Person or Persons whatsoever. And, that upon such new Declaration, Limitation and Appointment of any new or other Use or Uses, Estate or Estates, of or in the Premises, or any part or parcel thereof, as aforesaid. The Use and Uses, E-
state

Estate and Estates of such or so much of the Premises, whereof any such new Declaration, Limitation and appointment, shall be so had and made, shall be, and the said A. B. his Heirs and Assigns, and all and every other person and persons, and his and their Heirs and Assigns, which at any time hereafter shall stand and be seized of such and so much of the Premises, to whereof any such new Declaration, Limitation and appointment, shall be so had and made, shall stand and be seized thereof, to the use of such person and persons, and of such Estate and Estates, as shall be mentioned and expressed in the said Deed or last Will, any thing in these presents contained to the contrary hereof in any wise notwithstanding.

(4.) Provided always, and the true intent and meaning of these presents, and of all the parties hereunto is, That it shall and may be lawful to and for the said A. B. and the said A. B. shall have full power at all times hereafter, and from time to time during his life, at his free will and pleasure, by any his Deed or Deeds, Writing or Writings, or by his last Will and Testament in writing, by him to be seal'd and subscribed, in the presence of Two or more credible Witnesses, to alter, change, diminish, enlarge, revoke, determine or make void all and every, or any the Use and Uses, Estate and Estates, before, in and by these presents limited, expressed, mentioned, Declared or appointed to any person or persons, of or in the said Premises, or any part or parcel thereof, and to declare, create, limit or appoint any other Use or Uses, Estate or Estates, to any of the person or persons aforesaid, or to any other person or persons whatsoever, in such sort, manner and form, and for such Estate or Estates, term & terms, as the said A. B. shall think meet and convenient. And that at all times, and from time to time immediately from and after
such

Another

such alteration, change, diminution, enlargement, reuocation or determination of the said Use or Uses, Estate or Estates, and Creation, Declaration, Limitation or Appointment of any other Use or Uses, Estate or Estates, The said fine or fines, and Recovery or Recoveries, and all and every other Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, heretofore had or made, or at any time hereafter to be had or made, of the said Mannor, or of any part thereof, according to the intent and true meaning of these presents, shall be and enure, and shall be construed, deemed, adjudged and taken to be and enure. And the said Cognize or Cognizes of the said fine or fines, and Recovery or Recoveries in the said Recovery or Recoveries, and the Survivors and Survivor of them, their and every of their Heirs, and the Heirs of the Survivor of them, shall immediately from thenceforth stand and be seized of and in the Premises, or of or in such part thereof, whereof any such Declaration, Creation, Limitation or Appointment of other Use or Uses, Estate or Estates, Term or Terms shall be made, as is aforesaid, to and for such Use and Uses, Estate and Estates, intents and purposes, and of such Person and Persons, and in such sort, manner and form, as the said A. B. in or by such Deed or Deeds, Writing or Writings, or by his last Will and Testament in writing, by him Dealed, and subscribed and testified as aforesaid, shall from time to time Create, declare, limit, express or appoint, and to none other use, intent or purpose whatsoever. These presents, or any thing therein contained, to the contrary thereof in any wise notwithstanding.

(5.) **Prohibited** allwayes, and it is further **Another** hereby **Covenanted**, granted, condescended, a- giving
 greed, published and declared by and between all power
 and every of the aforesaid parties, That the true to re-
 intent and meaning as well of the aforesaid Re- voke
 covery, as of the said fine, and of all and every Uses,
 of the respective parties, to the same and to these with ex-
 presents, was and is, that it should and might be, ception
 and shall and may be lawful to and for the said of Leases,
 A. B. from time to time and at all times during & c.
 his life, by his Writing or Writings by him to be
 signed or sealed, in the presence of Three Wit-
 nesses of credit, or more, to signifie or declare,
 that his will and pleasure is, That all or any of
 the Use or Uses, Estate or Estates in possession,
 Reversion or remainder, limited, appointed,
 raised, created or implied in or by these presents,
 shall cease, determine, be void or revoked, of,
 for, touching or concerning all or any of the said
 Mannors, Messuages, Lands, Tenements,
 Hereditaments and Premises, or any of them,
 or for, touching or concerning any part or parcel
 of them, or any of them: And that then and from
 thenceforth all and every of the said Use and Uses,
 Estate and Estates in possession, Reversion or
 remainder, so signified or declared, to cease, de-
 termine, be void or revoked, shall then and from
 thenceforth cease, determine, and be utterly void
 and revoked, according to the intent and true
 meaning of the said A. B. so as aforesaid to be
 signified and declared: other then such Lease or
 Leases, Estate or Estates, or Charges, which
 he the said A. B. shall make, lay or charge of or
 upon any of the Premises, for satisfying of
 Debts, or for valuable consideration in money,
 or otherwise, by force of the aforesaid Proviso in
 these presents before expressed. And also that
 then and from thenceforth, at all time and times
 after such signification or significations, Decla-
 ration or Declarations, so to be made, it shall
 and may be lawful to and for the said A. B. at
 any

Excepti-
on, vide
Sect. 9.

Raising
new Uses,

New Uses

any time or times during his life, so often as he shall think good, by any other his Writing by him to be signed, sealed and testified as aforesaid, to limit, create, appoint and declare, of, for and concerning the said Mannors, Lands, Tenements, Hereditaments and Premises, or any of them, any new, or other Use or Uses, to the person or persons aforesaid, or to any other person or persons whatsoever; and that then and from and after such new Limitation, the said Recovery and Fine respectively shall be and inure. And the said Recoverors in the said Recovery, and Cognizors of the said Fine, and their Heirs, and all and every person and persons, who then shall be and stand seised of and in the Premises, or any part thereof, whereof such new Use or Uses shall be declared, created, raised, limited or appointed, and his and their Heirs shall respectively stand and be seised of the same Premises, or such part thereof, whereof such new Use or Uses shall be declared, limited or appointed, to such use and uses of such person and persons, to whom such other or new Estate or Estates, Use or Uses, shall be newly declared, created, raised, limited or appointed; and for such Estate and Estates, and in such manner and form, and by and under such Limitations, Conditions and Provisors, as shall be so newly appointed, expressed or declared. And for want of such Declaration or new Limitation, so to be made, after any such Revocation, Then the said Recovery and Fine touching such of the Premises, whereof no such Declaration, Limitation or appointment of Use, shall be made, shall be and inure, to the only use and behoof of the said A. B. his Heirs and Assigns for ever, any thing herein before contained to the contrary thereof notwithstanding. But it is and alway was the intent of all the parties to these presents, That no Revocation or new Limitation should or shall any way frustrate or make void any Lease, Estate, Rent

Went or Charge made, granted or charged, or No Re-
 to be made, granted or charged of or upon the vocati-
 Permisses, or any part or parcel thereof, by the on or
 said A. B. for valuable consideration, or other new Li-
 wise, by vertue or force of any former Proviso in mitation
 these presents expressed, but that the same and to preju-
 every of them shall stand good, according to the dice
 purport and true meaning of them and every of Leases,
 them, notwithstanding any such Revocation, or &c.
 new Limitation hereafter to be made.

(6.) Provided always, and it is hereby ex- Power
 plained and declared to be the true intent and of Revo-
 meaning of these presents, and of all the parties c tion of
 to the same, That it shall and may be lawful to uses as to
 and for the said A. B. and E. his wife, at any particu-
 time during the Coverture between them, by any lar per-
 Writing or Writings Indented, to be by them sons, and
 signed and sealed, in the presence of Three or more limiting
 credible witnesses, who shall thereunto subscribe new.
 or indorse their Names or Marks, testifying the
 same, to alter, change, Revoke, determine, di-
 minish or enlarge all or any the Use or Uses,
 herein before limited, touching or concerning the
 said Messuage, Lands and Premises, herein
 before limited, to the said A. B. and E. his wife,
 for their lives, or any part or parcel thereof: And
 by the same Writing or Writings, or by any o-
 ther Writing or Writings Indented, so signed,
 sealed and testified as aforesaid, to limit or ap-
 point any other Use or Uses of the same last men-
 tioned Messuage, Lands and Premises, or any
 part or parcel thereof, to the said person or per-
 sons, or to any other person or persons, and of
 such Estate and Estates, as to them shall seem
 meet. And in case any such new Limitation or
 appointment of Uses shall be made, That then
 the said Fine so to be levied, shall be and inure,
 and shall be deemed, adjudged, construed and
 expounded to be and inure, as touching the said
 Messuage, Lands and Premises last before men-
 tioned, and every or any part thereof, whereof

such new Use or Uses shall be limited or declared, as aforesaid, to and for such new Use and Uses, as in and by such Writing or Writings, so to be signed, sealed and testified as aforesaid, shall be expressed, limited and declared.

Another
as to
particu-
lar per-
sons.

(7.) Provided alwayes, and it is the true intent and meaning of these presents, and of all the parties hereunto, That if the said A. B. shall at any time hereafter during his natural life, be minded or willing to reboke and make frustrate and void the Use and Uses, limited as aforesaid to the said C. B. and D. B. and their Heirs respectively, or to limit, raise or appoint any other Use or Uses, for or concerning the Premises, to them herein before limited, or any part or parcel thereof: And the same his will and meaning shall declare in writing under his Hand and Seal, in the presence of Two or more credible Witnesses, That then and immediately after such Declaration had and made, the said Use and Uses hereby limited to the said C. B. and D. B. and their Heirs, of, for and concerning the said Premises, or so much thereof, whereof the said A. B. shall make such Declaration, shall cease, determine, and be utterly void. And that then and at all times after the said Fine shall be and inure, and the said C. D. E. F. and G. H. the Cognizees, and their Heirs and Assigns, shall stand and be seised of the same Premises, whereof such Declaration shall be made to such other Use and Uses, as the said A. B. either by the same, or by any other Writing under his Hand and Seal, to be testified as aforesaid, at any time during his life, shall nominate and appoint.

(8.) Prohibited alwayes, &c. That it shall and may be lawful to and for the said A. B. at any time or times during his natural life, by his Deed or Deeds Indented, to be by him seal'd and delibered in the presence of, &c. by and with the consent and approbation of the said C. D. E. F. and G. H. or of the survivors or survivors of them, his or their Heirs and Assigns, testified in writing under his and their Hands and Seals, to alter, change, determine or make void, all or any the Estate or Estates, Use or Uses, before by these presents limited and appointed (except only the Uses hereby before limited and appointed, to or for the Joynture of the said E. B. as aforesaid.) And that from and after such alteration, change, Revocation, determination or making void thereof, or of any part thereof, these presents, and all other Assurances of the Premises whatsoever, shall be and enure, and shall be adjudged, deemed, construed and taken to be and enure. And the said C. D. E. F. and G. H. and their Heirs and Assigns, and the Heirs and Assigns of the survivors and survivors of them, shall stand and be seised of all and singular the Premises (except before excepted) or so much thereof, wherof such alteration, change, Revocation, determination, or making void, shall be had and made as aforesaid, to such other use and uses, and to the use of such person and persons, and for such Estate and Estates, and in such sort, manner and form, as the said A. B. by any such Deed or Deeds Indented, seal'd and executed in the presence of, &c. by and with such consent and approbation as is aforesaid, shall declare, limit and appoint. And from and after such Revocation, in default of such Declaration, limitation and appointment, then to the use and behoof of the said A. B. his Heirs and Assigns for ever.

Another whereby power is given to revoke; and li- mit new Uses, with consent of Cognizees, Feoffees, &c.

Excepti- on.

Another
with a
Clause
to pre-
serve
Leases.

(9.) *Prohibited always, &c.* That the said A. B. shall and lawfully may at any time, during his natural life, with the licence and assent of the said, &c. or his Heirs, under his or their Hand or Seal, or Hands and Seals first had and obtained in writing, by the Deed or Deeds of him the said A. B. duly executed in the presence of, &c. to alter, change, repeal or revoke, the Uses or Limitations before-mentioned, or any of them, and by the same, or afterwards by any other Deed or Deeds to be testified as aforesaid, to limit or appoint such part of the said Mannors, &c. whereof such licence shall be had and procured to be to such Use or Uses, for such Estate or Estates, and for such Person or Persons, and his or their Heirs, as the said A. B. shall by such Deed or Deeds declare, limit or appoint. And it is agreed by and between the said Parties to these presents, That the said Conveyances herein before Covenanted to be had or made as aforesaid, shall be and inure, and the said Feoffees and their Heirs, after such Licence had and obtained as aforesaid, and such Declaration, Limitation and Appointment had and made, shall stand and be seized of the Premises, or such part thereof, whereof such Declaration, Limitation and Appointment shall be made to such uses and intents, of such Estate and Estates, for such Person and Persons, and in such manner and form as by the said A. B. shall be declared, limited and appointed in manner and form aforesaid. *Prohibited nevertheless,* that the said Signification or declaration, or any thing herein before expressed, touching or concerning the altering, changing, repealing or revoking of the said Uses, or any of them, shall not extend to any Demise or Demises, according to the intent and true meaning of these presents, to be made of the Premises, whereof such Signification or declaration shall be made as aforesaid, or any part or parcel thereof, but that notwithstanding any such declaration or Signification,

Proviso
to pre-
serve
Leases.

cation, all and every the said Demise and Demises, Lease and Leases, in manner and form aforesaid to be made, shall stand, remain and continue in full force and effect, according to the intent and true meaning of such Lease or Leases, Demise or Demises: any thing herein before contained, to the contrary hereof in any wise notwithstanding.

(10.) Provided always, and it is concluded and agreed by and between the said Parties, and the true intent and meaning of them, and every of them, and of these presents is, That it shall and may be lawful to and for the said A. B. from time to time, and at all times hereafter, during the term of his natural life, by any his Dæd or Dæds, Writing or Writings, to be by him the said A. B. signed, sealed or delivered in the presence of two or more credible witnesses, to revoke, frustrate and make void all or any of the Use or Uses, Estate or Estates, or Limitations herein before limited, declared or appointed, of, for or concerning one Messuage or Tenement before mentioned, and the Lands thereunto belonging, lying in Y. aforesaid, in the occupation of the said, &c. or any part or parcel thereof (other then the Use herein before limited to the said E. B. for term of her life as aforesaid) And that then and from thenceforth, the Use and Uses, Estate and Estates, and Limitations herein before declared, limited or appointed, of, for and concerning the said Messuage, or Tenement and Lands, or such part thereof, for or concerning which any such revocation shall be so had or made (other then the said Use herein before limited to the said E. B.) shall cease, determine and be utterly revoked, frustrate and made void: And that then it shall and may be lawful to and for the said A. B. by the same Dæd or Dæds, or by any other Dæd or Deeds to be signed and sealed by the said A. B. and testified as aforesaid, to declare, limit or appoint any other new Use or

Another, as to one particular Messuage.

Uses, Estate or Estates whatsoever, of the said Messuage and Premises, of, for or concerning which, any such Revocation shall be so made, or any part or parcel thereof, unto any Person or Persons whatsoever, subject nevertheless to the said Use herein before limited to the said E. B. in manner and form aforesaid, any thing herein before contained, to the contrary thereof in any wise notwithstanding: And that then and from thenceforth, the said Recovery and Recoveries, as to the said Messuage and Lands, or such part thereof, concerning which, any such Revocation and new Declaration shall be made, shall be and inure, and the said Recoverors, and their Heirs, shall thereof stand and be seized, to such Use and Uses, intents and purposes, as the said A. B. by any such Deed or Deeds, Writing or Writings, as aforesaid, shall declare, limit, or appoint.

C H A P. XIII.

The forms of Deeds of Revocation, and Limitation of New Uses.

(1.) **T**O all Christian people to whom this present Writing shall come. A. B. of, &c. sendeth greeting in our Lord God everlasting: Know ye that I the said A. B. do by this my present Writing, sealed with my seal, and subscribed with my Name, in the presence of I. K. L. M. N. O. three credible Witnesses, whose Names are hereunto subscribed, revoke, determine and make void and frustrate all and every the Uses and Estates, mentioned, raised, created, limited and made in and by one Indenture of Feoffment, bearing Date, &c. made between me the said A. B. of the one part, and C. D. E. F. and G. H. on the other part, of and for the Messuage, or Tenement and Lands, Hereditaments and Premises, with Ch'appurtenances, in the said Indenture mentioned, and of and for every part and parcel thereof. And I do by these presents absolutely limit, determine and appoint, appoint that all and singular the Feoffees, Parties and Persons in the said Indenture mentioned, and their Heirs and Assigns, shall immediately and from henceforth stand and be seized of the said Messuage, Lands, Tenements and Hereditaments in the said Indenture mentioned, and of and in every part and parcel thereof, to the only use and behalf of me the said A. B. mine Heirs and Assigns for ever, in a pure and absolute Estate of Fee-simple: In witness whereof I the said A. B. have to this my present Writing, put my Hand and Seal, and subscribed my Name in

A short
Deed of
Revoca-
tion.

New Use
appointed to
the Par-
ty revo-
king,
and his
Heirs.

the presence of the said I. K. L. M. and N. O. three credible Witnesses, whose Names are hereunto subscribed this twentieth Day of May, in the twentieth year of the Reign of our Sovereign Lord, &c.

Another
with re-
cital of
the for-
mer
Deed of
uses, and
power
of Revo-
cation.

Recital
of the
Proviso.

(2.) To all Christian People to whom this present Writing shall come. I A. B. of, &c. do send greeting in our Lord God everlasting: Whereas by one Indenture bearing Date, &c. made by me the said A. B. by the name of A. B. of, &c. Gent. on the one part, and C. D. E. F. and C. Y. on the other part, for the consideration in the said recited Indenture mentioned and set forth: I did Covenant, promise and grant, &c. [recite the Covenant to levy a fine] which said fine so to be acknowledged and levied, as aforesaid, of all and singular the Mannors, Messuages, Lands, Tenements and Hereditaments before mentioned, was in and by the said recited Indenture, Covenanted, granted, concluded and declared to be to such several uses and behoofs, and of such Estate and Estates, as are particularly in the said Indenture mentioned and set forth. And whereas in the said recited Indenture there is a Proviso contained, as followeth: that is to say, Provided always, and it is the true intent and meaning of this present Indenture, and of all the Parties hereunto, That it shall and may be lawful to and for the said A. B. at any time during his life, by any Deed or Deeds, Writing or Writings, or by his last Will and Testament in writing, by him sealed and subscribed in the presence of two or more credible Witnesses, to alter, change, enlarge, revoke, frustrate and make void, all, every or any of the Use or Uses, Estate and Estates, herein before expressed, limited, mentioned, declared or appointed to any Person or Persons, or and in the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, or in any of them, or in any part or parcel of them,

or any of them, and thereof or of any part thereof, to create, declare, limit or appoint any other Use or Uses, Estate or Estates to any Person or Persons herein before named, or to any other Person or Persons whatsoever, in such sort, manner and form as the said A. B. shall think meet and convenient, and that at all times, and from time to time, immediately from and after such alteration, change, enlargement, revocation, or making void of all or any the said Use or Uses, Estate or Estates, and Declaration, Limitation or Appointment of any other Use or Uses, Estate or Estates, all and every those Use and Uses, Estate and Estates, of and in the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, or of or in any part or parcel thereof, or such of them which shall be so revoked and declared to be made void, as aforesaid, shall cease, determine and be utterly void and frustrate: And that then and from thenceforth the said Fine, and all and every other Conveyance and Conveyances, Assurance and Assurances whatsoever, had, or at any time hereafter to be had, or made between the said Parties, or any of them, of the said Mannors and Premises, or of such part thereof, whereof such other Use or Uses, Estate or Estates, shall be so limited or declared as aforesaid, shall be adjudged, deemed, construed and taken to be and inure, and the said Cognizees of the said Fine, and the Survivors and Survivor of them, and the Heirs of the Survivor of them, shall immediately from thenceforth stand and be seized thereof, and of every part thereof, to and for such Use and Uses, Estate and Estates, intents and purposes, and of such Person and Persons, and in such sort, manner and form, as the said A. B. in or by such Deed or Deeds in writing, or last Will and Testament in writing, to be sealed, subscribed and testified, as is aforesaid, should create, declare, limit, express or appoint, and to no other use,
intent

Recital
del Fine.

The Re-
voca-
tion.

The li-
mitation
of New
uses.

intent or purpose whatsoever: And whereas af-
terwards, in performance of the Covenants,
Grants and Agreements in the said recited In-
denture mentioned, One fine sur Cognizance
de droit come ceo, &c. was had, leyed, acknow-
ledged and executed, of and for the said Man-
nors, Lands, Tenements, and Hereditaments
and Premises, in the Court of Common-Pleas
at Westminster, before his Majesties Justices of
the said Court, by me the said A. B. unto the said
C. D. E. F. and G. H. which said fine was
had, leyed and acknowledged to the Uses, in-
tents and purposes, and with and under the se-
veral Provisoes, Conditions and Limitations
in the said recited Indenture mentioned: Now
know ye, that I the said A. for divers good
Causes and Considerations me moving, and by
vertue of the said Proviso before mentioned, and
liberty, power and authority, thereby to me given
and reserved, Have altered, changed, revoked,
determined and made void. And by this pre-
sent Writing, being by me signed and sealed in
the presence of the Persons under-named, do
alter, change, revoke, determine and make void
all and every the said Use and Uses, Estate and
Estates, Created, raised, declared, limited and
appointed by the said recited Indenture and fine,
and either of them; and by force of the Statute
of transferring Uses into Possession, of and in
the said Mannors, Lands, Tenements Here-
ditaments and Premises, and of or in any
part or parcel thereof. And I the said A. B.
out of the fatherly love and affection that I do
bear unto R. G. my onely Daughter and Heir
apparent, now wife to N. G. of, &c. Esq; and to
the Heirs of her Body lawfully begotten, do by
these presents, by vertue of the said Proviso, in
the said recited Indenture contained, and the
liberty, power and authority therein and thereby
to me given, and reserved as aforesaid, Create,
declare, limit and appoint, That the said fine
so

so had, lewyed and acknowledged, as aforesaid, of the said Mannors and Premises, herein before mentioned as aforesaid, shall be and inure, and that the said Cognizæes, and their Heirs, shall stand and be seized of and in the said Mannors and Premises, and of and in every part and parcel thereof, to the use and behoof of me the said A. B. for and during the term of my natural life, without impeachment of or for any manner of Waste: And immediately from and after my decease, to the use and behoof of the said R. G. and N. G. her Husband, and of the Heirs of the Body of the said R. G. and in default of such Issue, to the use and behoof of the right Heirs of me the said A. B. for ever: Here may be a Proviso for Revocation of these Uses.

(3.) To all Christian People, &c. A. B. of, &c. Another sendeth greeting in our Lord God Everlasting. whereas, in and by one Indenture, bearing Date the, &c. made between me the said A. B. of the one part, and I. S. of, &c. Gent. on the other part. There is (amongst other things) one Proviso contained in these or the like words, in effect hereafter following: that is to say: Prohibited always, &c. [and to set forth the Proviso word for word] As in and by the said recited Indenture, more plainly and at large it doth and may appear. Now know ye, That I the said A. B. pursuant to the said Proviso, and the power and authority to me thereby given, do by this my present Deed or Writing, sealed and subscribed by me the said A. B. in the presence of three credible Witnesses, whose Names are hereunto subscribed, declare and publish my mind, intent and meaning to be, to revoke, alter, make void and frustrate: And I do by these presents, revoke, alter, make void and frustrate all and every the Use and Uses, Estate and Estates, Trust and Trusts, in and by the said recited Indenture, declared, limited and appointed,
of

of, for and concerning all and every the Mannors, Messuages, Lands, Tenements, and other Hereditaments, mentioned, contained and specified in the said Indenture, with their and every of their Appurtenances, and of, for and concerning every part and parcel thereof. And I do hereby, further declare, limit and appoint, That the said Mannors, Messuages, Lands, Tenements, and other Hereditaments, with their Appurtenances, shall remain and be, and that the said I. S. and his Heirs, and all and every other Person and Persons standing and being, or which at any time hereafter, shall stand and be seized of and in the same, shall stand and be seized thereof, and of every part and parcel thereof, to the use and behoof of me the said A. B. my Heirs and Assigns for ever.

Another
with a
Feoff-
ment
added.

(4.) This Indenture made, &c. Between A. B. of the one part, and F. G. of the other part. Whereas the said A. B. did heretofore, by his Indenture bearing Date the, &c. made between him the said A. B. on the one part, and C. D. E. F. and G. H. on the other part, Covenant, grant and agree to and with the said C. D. E. F. and G. H. their Heirs, Executors and Administrators, That he the said A. B. and his Heirs, in such manner and form, as in and by the said recited or mentioned Indenture, is Covenanted and agreed, should and would convey and assure, or cause to be conveyed and assured unto the said C. D. E. F. and G. H. and their Heirs, and to the Survivors of them, and his Heirs, All and Singular the Mannors of, &c. [with general words] to the several uses, intents and purposes, and under the several Provisions and Conditions in the said recited Indenture mentioned, expressed and declared, and to no other use, intent or purpose whatsoever. The particulars of which said Uses, doth more plainly appear in and by the said recited Indenture, relation being thereunto had or made: In which said re-
cited

cited Indenture, there is nevertheless contained and comprised, one Proviso or Clause to the tenor or effect hereafter following. Prohibited nevertheless, &c. [reciting the Proviso and power of Revocation, word for word] Now witnesseth this present Indenture: And the said A. B. according to the tenor, power or liberty of the said Proviso, being fully minded, determined and resolved to alter and determine the Estate and Estates limited in Use, in or by the said recited or mentioned Indenture, unto I. S. of B. Esq; and the Heirs Males of his Body, and also the Estate and Estates limited in use, in or by the said recited Indenture, unto I. S. for term of his life, without impeachment of Waste, and after his decease, then to B. S. son of the said I. S. and the Heirs Males of his Body lawfully begotten, doth by these presents, and by force of and according to the said Proviso, and the power and liberty thereby given, revoke, repeal and determine all and every the said Estate and Estates, in any wise limited in use, in or by the said recited or mentioned Indenture, unto the said I. S. and the Heirs Males of his Body lawfully begotten; and also all and every the Estate and Estates, in or by the said recited Indenture limited in use, unto the said I. S. for term of his life, and all and every the Estate and Estates, in or by the said recited Indenture, limited in use unto the said B. S. Son of the said I. and the Heirs Males of his Body lawfully begotten, of, in, for and concerning all and every the Mannors, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, in any wise comprised, in or by the said recited or mentioned Indenture: And likewise, the said A. B. doth hereby declare, that the said several and respective Estates limited as aforesaid, severally and respectively, unto the said T. S. I. S. and B. S. and every of them, shall cease, determine, be frustrate, void and of no further

The Uses in particular revoked.

New
Use.

further effect, or continuance in Law. And that all and singular the said Mannors, Lands, Tenements and Hereditaments aforesaid, with their and every of their Appurtenances, and the onely use thereof, shall from henceforth remain, continue and be unto the said A. B. his Heirs and Assigns. Now this Indenture further witnesseth, that the said A. B. for and in consideration of One thousand pounds of lawful Monneys of England, to him in hand payed, before the sealing and delivery hereof by the said F. G. the receipt whereof, &c. hath given, granted, enfeoffed and confirmed unto the said T. G. his Heirs and Assigns, All that, &c. [with usual general words, as in a Feoffment] To have and to hold the said, &c. unto the said F. G. his Heir and Assigns for ever. To the onely proper and absolute use and behoof of the said F. G. his Heirs and Assigns for evermore.

The
Feoff-
ment.

Ano-
ther, of
Uses set-
led up-
on a Co-
venant
to stand
seized.

(5.) To all Christian People to whom this present Writing shall come. A. B. of, &c. doth send greeting in our Lord God Everlasting: Whereas the said A. B. hath by his Indenture, bearing Date, &c. for the consideration therein mentioned, Covenanted, granted, concluded and fully agreed to and with C. D. of, &c. that the said A. B. and his Heirs; and all and every other person and persons, and their Heirs, which then stood or were seized of all and singular the Mannors of, &c. should from thenceforth stand and be seized thereof, and of every part and parcel thereof, to the several uses and behoofs in the said recited Indenture limited and set forth. And whereas in and by the said recited Indenture it is also Provided in these words following: Provided always, &c. [reciting the Proviso word for word] Now know ye, that the said A. B. being minded to revoke all and every the said Uses in the said recited Indenture mentioned and expressed, in pursuance of the said power and authority to him given by the said Proviso, doth by this present writing

writing sealed and subscribed with his proper Hand and Seal, declare his will and pleasure to be, to adnul, determine, make void and frustrate: And doth by these presents, clearly and absolutely adnul, make void and frustrate, all and singular the said Uses in the said recited Indenture limited, and all and every the Estate and Estates thereupon executed, or to be executed, of, in or to the said Mannor, &c. and Premises, and of, in and to every part and parcel thereof, in such sort, manner and form, as if the said Uses, or any of them, had never been limited or appointed. Any thing to the contrary, &c.

(6.) To all Christian People, &c. A.B. of, &c. sendeth greeting, &c. Whereas by certain Indentures, bearing Date the, &c. made between me the said A.B. of the one part, and C. D. and E. F. of the other part: It was for the Causes and Considerations in the said recited Indenture specified, Covenanted, granted and concluded between the said Parties to the said Indentures, and every of them, amongst other things, in manner and form following: that is to say, first, I the said A. B. did by the same Indenture, for me, mine Heirs, Executors, Administrators and Assigns, and every of them Covenant, grant, conclude and agree, &c. [recite here the Covenant to Enfeoff the said C. D. and E. F.] To such Uses, intents and purposes, as are in the said recited Indenture contained and set forth. In which said recited Indenture, there was also one Proviso contained and specified, as followeth. Provided always, &c. [recite here the Proviso word for word: being a power given to A.B. to revoke, in case he should after have Issue Male of his Body] And whereas also, for the accomplishment and performance of the Covenants, Grants and Agreements in the said recited Indenture contained, the said Premises in the aforesaid recited Indenture specified, were

Another made upon having Issue Male, pursuant to the power given.

Recital of a Covenant to Enfeoff to Uses.

Recital of the Feoffment.

He doth
now (ha-
ving Is-
sue
Male)
revoke.

were by one Deed Indented, purporting a feoffment, bearing Date, &c. conveyed and assured by me the said A. B. unto the said C. D. and E. F. and their Heirs, unto the said intents and purposes in the said first recited Indenture mentioned and expressed, and according to the true intent and meaning of the said first recited Indenture. Is in and by the said several recited Indentures more fully and at large it doth and may appear. Now know ye, That forasmuch as I the said A. B. hath since the said settlement, had Issue Male of my Body lawfully begotten, being now alive at the time of then sealing and execution of these presents: I have, according to the power and authority to me the said A. B. by the said recited Indenture and Proviso therein specified and contained, given, by this my present Deed in writing, under my Hand and Seal, and delivered according to the purport of the said recited Proviso, in the presence of two sufficient witnesses, altered, changed and revoked: and do by these presents alter, change and revoke, absolutely and in the whole, all and every the Use and Uses, in and by the said first recited Indenture limited and appointed, of all and singular the Premises, with Th'appurtenances, in the said recited Indenture specified; and of every part and parcel thereof. And I the said A. B. do further by these presents (in such and as ample manner and form, as by any Proviso, or power of alteration, determination or revocation of Use or Uses, I may or can) absolutely disannull, determine and revoke, all and singular forms, Use and Uses by me limited or declared, in or by any former Conveyance and Conveyances, Assurance and Assurances whatsoever heretofore, of the Premises, or any part thereof, by me made and executed in such ample manner and form as if the said Use, Uses, or Limitations had never been made or declared. And furthermore know ye,
That

That I the said A. B. for divers good Causes and Considerations; me thereunto especially moving, do by these presents, according to the power to me given as aforesaid; limit and appoint, that the said C. D. and E. F. their Heirs and Assigns, and all and every other Person or Persons, which now stand or be seized of the said Premises, or any part thereof, with Chappurtenances, shall from henceforth stand and be seized of the same: And that all and singular Feoffments, and other former Assurance and Assurances whatsoever, by me made and executed thereof, and of every part and parcel thereof, shall be and inure, and are by these presents declared to be meant, and intended to be and inure to the use and behoof of me the said A. B. mine Heirs and Assigns for ever. Any thing herein before contained, &c.

The new
Uses.

C H A P. XIV.

The several forms of Settlements.

A Cove-
nant to
levy a
Fine,
with de-
clarati-
on of
Uses.
The
Consi-
derati-
on.

To levy
a Fine

(1.) **T**his Indenture Tripartite, made, &c. Between A. B. and E. his wife of the first part; C. D. and E. F. of the second part; and C. B. Son and Heir apparent of the said A. B. on the third part: Witnesseth, that the said A. B. for and in consideration of the natural love and affection which he beareth unto the said C. B. and for the better settling of the Messuages, Lands and Tenements hereafter mentioned, to such uses, intents and purposes as are hereafter specified, and the continuance of the said Premises in the Flame and Bloud of the said A. B. Doth for himself, his Heirs, Executors and Administrators, Covenant, grant and agree to and with the said C. B. his Heirs, Executors and Administrators by these presents: That he the said A. B. and E. his wife, on this side, and before the Feast of, &c. next ensuing the Date hereof, shall and will at his proper Cost and Charges, by such Fine or Fines, with Proclamations, to be had and leyed in due form of Law, as shall be devised or advised by the said C. B. or his Counsel learned in the Law, convey and assure unto the said C. D. and E. F. and to the Heirs of one of them, All and singular those his Messuages, Lands, &c.

(2.) And

(2.) And it is Covenanted, condescended The unto, concluded, declared and agreed, by and be- tween the said Parties to these presents, That the said fine or fines, so to be lehyed and had of the said Messuages, Lands, &c. and other the Premises, with Ch'appurtenances before in these presents mentioned, and of every or any part or parcel thereof, and the Estate, Right, Title, Interest and Possession of them the said C. D. and E. F. and their Heirs, and either of them and his Heirs, of, in and to the said Premises, and every part thereof, thereby to be had shall be: and the said C. D. and E. F. and their Heirs, and the Survivors of him and his Heirs, and all and every other Person and Persons, his and their Heirs, that shall stand or be seized thereof, or of any part thereof, shall stand and be seized of the same, and of every part or parcel thereof, to the several uses, intents, agreements, limitations and payments, and under the Provisions and Conditions hereafter, in and by these presents expressed, mentioned and declared, and to none other use or uses, intents or purposes whatsoever: that is to say: To the onely use and behoof of the said A. B. for and during the term of his natural life, without imprachment of or for any manner of Waste: and from and after his Decease, to the use and behoof of the said E. B. his wife, for and during the term of her natural life, and from and after the Deceases of the said A. B. and E. B. to the use and behoof of the said C. B. and of the Heirs Males of his Body lawfully begotten or to be begotten, to be charged nevertheless, and chargable with such yearly Rent or Rents, and distresses for the same, as shall be hereafter in these presents limited or expressed: And for want of such Issue, to the use and behoof of D. B. second Son of the said A. B. and of the Heirs Males of the Body of the said D. B. lawfully begotten, or to be begotten (and so to the other Sons of A. B. if he

To A B.
and E. B.
for life |
remain-
der in
Tail.

hath any) charged nevertheless and chargable, as aforesaid: And for want of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever.

Power
for T.
nant
for life
to make
a Joyn-
ture.

To con-
vey
Rents to
younger
Sons.

(3.) Provided always, That it shall and may be lawful to and for the said A. B. at any time or times hereafter, during his natural life, by his Deed or Deeds, in his life time lawfully executed, to assure, appoint, limit and convey to any lawful wife or wives, which the said A. B. shall hereafter fortune to marry (in case he survive the said E. P.) for term of the life only of such wife or wives, for or in the Name of the Joyniture or Joynitures of such wife or wives, one full third part or less, or so much as shall amount to a full third part, of all the said Messuages, Lands and Premises. And also, that it shall and may be lawful to and for the said A. B. during the term of his natural life, by any Deed or Deeds in writing under his Hand and Seal, or otherwise by his last Will and Testament in writing, to grant, assure, limit, devise and convey to every or any the younger Sons of the said A. B. of his Body lawfully begotten, or to be begotten, for term of the life or lives of such younger Son or Sons, such yearly Rent charge or Rents charge, with a Clause of Distress for every such Rent, as unto the said A. B. shall be thought meet and convenient, to be yearly issuing and going out of all and every the said Messuages, Lands, &c. or any part of them, from and after the decease of the Survivor of them the said A. B. and E. his wife, so that the said Rent or Rents so to be granted, limited or devised as aforesaid, do not exceed the sum of Sixty pounds per annum in the whole.

(4.) And further, that it shall and may be To lawful to and for the said A. B. at any Time or make Times, during his natural life, to make any Leases Lease or Leases unto every or any of his young- to er Son or Sons, for the Term of one and twen- younger ty years or under, in Possession or Reversion of all Sons. or any the said Messuages, Lands, &c. whereof the said Fine or Fines; before mentioned, is Cove- nanted to be lewyed by the said A. B. or any part or parcel thereof (the said Lease or Leases to commence immediately from and after the decease of the Survivour of them the said A. B. and E. his wife) charged and chargable nevertheless with such Rent and Rents, sum and sums of Money, or payments, as before or after in these presents are appointed, declared or limited, to be had, lewyed or issuing out of the Premises, or any part thereof, in such sort as in these presents is mentioned and declared, so that the same Lands, Tenements and Hereditaments, so to be Demised or Leased to any of the said younger Sons, do not exceed in the whole the yearly va- lue of, &c. per annum, over and above the Rent or Rents reserved upon such Lease or Leases: and so as upon every such Lease and Leases so to be had and made as aforesaid, the old and accu- stomed yearly Rents, Customs and Services be reserved, to be yearly payable and done, during the continuance of every such Lease and Leases, at the Days and Times formerly used: And so that the same Lease and Leases, or any of them * The to be made as aforesaid, be not without impeach- Fines to ment of Waste. [Here may be another Proviso be and to impower him to grant Rents to Servants, inure for payment of the

(5.) * And it is Covenanted, granted, con- of the cluded and agreed, by and between the said Par- Rents, ties to these presents, That the said Fine and and ad- fines, so to be lewyed and had as aforesaid, vantage of the shall be and inure, and that the said C. D. and of the E. F. and their Heirs, and the Survivour of Lessees.

them and his Heirs, shall stand and be seized of all such Lands, Tenements and Hereditaments parcel of the said Premises, which shall by virtue of these presents, be limited or appointed to be charged with any Rent or Rents, sum or sums of Money, or payments to any Person or Persons, or which shall hereafter be Granted, Leased, Demised or Charged, according to the intent and true meaning of these presents, and according to the power, liberty and authority hereby given, permitted and allowed, as well to the use of such Person or Persons to whom any parcel of the Premises in these presents mentioned, shall be hereafter so limited, appointed, demised, leased, granted or conveyed, of such Estate and Estates, and for such Term and Time as the same shall be pursuant to the said authority hereby given to be limited, appointed, leased, granted or conveyed: and under the Covenants, Charges, Conditions and Agreements, in such Lease or Leases, Deed or Deeds to be contained: As also, to the use and intent, that every Person and Persons, to whom any Rent, yearly sum or payment shall be hereafter granted, limited, appointed or devised, according to the true intent and meaning of these presents, and according to the power, liberty and authority, allowed or given, in and by these presents shall and may have, receive, levy and take the same, and likewise distrain for such Rent and Rents, sum and sums of Money, as shall fortune to be behind and not paid, according to the intent and true meaning of these presents, and of the several Grant or Grants, Limitation or Limitations, Devise or Devises, Appointment or Appointments, of, for or concerning the same to be had or made, pursuant to the power and authority hereby given, as aforesaid, &c.

(6.) This Indenture tripartite, &c. Between A. B. on the first part, C. D. on the second part, and E. F. and G. H. on the third part: Whereas the said E. F. and G. H. in the Term of Easter last past, did by Writ of Entry surdisseisin en le poist, recover against the said C. D. all those the Mannors of A. B. C. &c. and Thirty Messuages, Twenty Gardens, one Thousand Acres of Land, &c. [prout en le Recovery] as in and by the said Recovery, remaining of Record in his Majesties Court of Common Pleas at Westminster, relation being thereunto had, more fully and at large it doth and may appear. And whereas, &c. [recite also the fine, if any be] Now witnesseth this present Indenture, That the true intent and meaning of the said A. B. and of the said Recoverors, and parties to the said Recovery, and also of the Cognizors of the said Fine, and parties to the said Fine, before and at the severall and respective time and times of the suffering of the said Recovery, and acknowledging and levying of the said Fine, for, touching and concerning the said Mannors, Lands, Tenements, Hereditaments and Premises, whereof the said Recovery and Fine were severally and respectively suffered, levied and had as aforesaid, always was, and yet is, that as well the said Recovery, as the said Fine, and all and every fine and fines, Recovery and Recoveries, and other Acts and Assurances of and concerning the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, or of any of them, at any time formerly suffered, levied, executed or had, wherein or whereunto the said A. B. was or is any way a party, and all and every the Executions of the same, and every of them, should and shall be and inure, and be construed, adjudged, deemed and taken to be and inure, and are hereby Covenanted, granted, agreed and declared to be and inure, to the uses,

purposes and intents, and under the Proviso, conditions and limitations, hereafter in these presents expressed, limited and declared. And that the said Recoverors, and either of them, and all the parties to the said Recovery, and takers thereby, and their Heirs, and all other person and persons, and his and their Heirs, who then were, now are, or hereafter shall be seised of the said Mannors, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, comprised in the said Recovery, should and shall stand and be seised of the said Mannors, &c. comprised in the said Recovery, and of every part and parcel thereof, with the Appurtenances, to the uses, purposes and intents hereafter expressed. And that the said Cognizors of the said Fine, and either of them, and all the parties to the said Fine, and the takers thereby, and the Heirs of them, and every of them, and all and every other person and persons, and his and their Heirs, who at the time of the levying of the said Fine, were, or now are, or hereafter shall be seised of the aforesaid Mannors, &c. comprised in the said Fine, and every of them, should and shall stand and be seised of the same Mannors, &c. Hereditaments and Premises, comprised in the said Fine, and every part and parcel thereof, with the Appurtenances likewise, to the uses, purposes and intents, hereafter in these presents expressed and declared, that is to say, for, touching and concerning the said Mannor of A. with the rights, for life, members, Appurtenances, Lands, Tenements and Hereditaments thereunto belonging, parcel of the said Mannors, Lands, Tenements and Hereditaments, comprised in the said Recovery, to the use and behoof of the said A. B. and his Assigns, for and during the term of his natural life, without impeachment of or for any manner of waste: And from and after the decease of the said A. B. to the use and behoof of E. B. now wife of the

To the
use of A.
for life,
after to
E. his
Wife for
life.

the said A. B. for and during the natural life of the said E. B. for her Joynture, and in lieu and full recompence of her Dowry, out of all the Mannors, Lands, Tenements and Hereditaments, whereof the said A. B. now is, or at any time was, or shall be seised of any Estate of Inheritance, during the coverture between him and the said E. B. And for, touching and concerning all and every the other Mannors, Lands, Tenements and Hereditaments, mentioned to be comprised in the said Recovery and Fine, to the use and behoof of the said A. B. for and during the term of his natural life, without impeachment of or for any manner of waste. And for, touching and concerning the immediate remainder of the said Mannor of A. with all the Lands, Tenements and Hereditaments thereunto belonging, before mentioned, or meant to be limited to the said E. B. for her Joynture, as aforesaid, immediately from and after the decease of the said A. B. and E. B. his Wife, and of the survivor of them, and the immediate remainder of all and every the said other Mannors, Lands, Tenements and Hereditaments, and every of them, comprised within the said Recovery and Fine (whereof there is no Use before limited or declared to the said E. B. for her Joynture) to such uses, purposes and intents (immediately from and after the decease of the said A. B.) and under such Provisoes, conditions and limitations, as hereafter in these presents are specified, expressed, limited and declared, and to no other use, intent or purpose whatsoever, that is to say, to the use of the said E. F. and G. H. their Executors, Administrators and Assigns, for and during the terms and spaces of years hereafter mentioned, to commence and begin, as hereafter followeth, viz. for, touching and concerning the said Mannor of A. &c. before limited to the use of the said E. B. for her Joynture, for the term or space of Ten years, to begin immediately from
and

To the
use of
E F G H.
&c for
years, to
pay Debts,
&c. Le-
gacies.

Pay-
ment of
Debts.

Pay-
ment of
Leg-
acies.

and after the Decease of the longest liver of them the said A. B. and E. his wife. And for touching and concerning all the rest and residue of the said Mannors, Lands, Tenements, and Hereditaments, comprised in the said Recovery and fine, for and during the like Term and space of ten years, to commence immediately from and after the Decease of the said A. B. upon Trust and confidence, and for and unto the end, intent and purpose, That they the said E. F. and G. H. their Executors, Administrators and Assigns, shall and may receive, perceive, dispose and employ the Rents, Revenues, Issues and Profits of all and every the said Mannors, Lands, Tenements and Premises respectively, for and during the said several terms of ten years, for and towards the payment and satisfaction of all such Debts, and sums of Money, which the said A. B. doth now owe, or hereafter shall borrow or owe, or for which any Person or Persons now doth, or do, or hereafter shall stand engaged for or with the said A. B. and for his proper Debt, and for and towards the payment of such Legacy or Legacies, and sums which the said A. B. shall by his last Will and Testament in writing, to be by him signed, sealed and published before three sufficient Witnesses, at the least, give, limit, or dain and appoint. And from and after the end, expiration, surrender or other determination of the said Term or Terms of ten years, and as they shall severally end and determine, To the use and behoof of such Person and Persons, and for such Estate and Estates as the said A. B. shall by his last Will and Testament in writing, in the presence of three credible Witnesses, or more, limit, appoint or declare, and in default of such Limitation, Appointment or Declaration to the use and behoof of, &c. Provided always, &c. Here may follow a Power given to A. B. to make Leases, &c. reserving the accustomed Rent. &c.

(7.) This

(7.) This Indenture Tripartite, made, &c. Another, the
Between A. B. of, &c. Esq; and C. B. of, &c. ther, the
Son and Heir apparent of the said A. B. and of Uses of a
E. B. deceased, late the Wife of the said A. B. Recove-
and sole Daughter and Heir of E. H. of, &c. ry as to
deceased, of the first part: C. D. and E. F. of several
the second part: And G. H. and I. K. of the third Mannors
part: Whereas the said A. B. is seized in his severally
Demefine, as of fee, of some part of the Man- limited.
nors, Lands, Tenements and Hereditaments,
hereafter mentioned; and is also seized for term
of his life, as Tenant by the Courtesie of Eng-
land, of other the Mannors, Messuages,
Lands, Tenements and Hereditaments, here-
after specified, the Reversion whereof in fee-
simple being descended by and after the decease of
the said E. B. unto the said C. B. Now, to
the end, intent and purpose, That the Mannors,
Lordships, Messuages, Lands, Tenements
and Hereditaments, hereafter mentioned and ex-
pressed, may be established, vested and settled, in
and unto the said A. B. during the Term of his
natural life, and after his decease, upon the
said C. B. and upon his Name, Stock and Po-
sterity, and to such other Uses as are hereby ap-
pointed.

(8.) It is Covenanted, granted, con- Cove-
descended, concluded and fully agreed, by and nant to
between the said Parties to these presents. And levy a
the said A. B. and C. B. do for themselves, Fine.
their Heirs, Executors and Administrators,
Covenant, promise, grant and agree to and
with the said C. D. and E. F. their Heirs,
Executors and Administrators, and to and
with every of them by these presents: That
they the said A. B. and C. B. shall and
will, on this side and before the end of Mi-
chaelmas Term, now next ensuing, in due
form

(a) Vide
before
Chap. 3.
The use
of the
Fine, to
make
Cogni-
zees Te-
nants to
a Preci-
pe.

form of Law, &c. [Let it be a Covenant to ac-
knowledge a Fine, Come ceo, &c. (a) to G. H.
and I. K. of the Mannors of A. B. C. and D.]
which said Fine or Fines so as aforesaid, or in
any other sort to be leved and acknowledged,
shall be and inure, and shall be deemed, adjudged,
esteemed, reputed and taken to be and inure to
the use of the said G. H. and I. K. and their
Heirs, to the end, intent and purpose, that they
the said G. H. and I. K. may become perfect Te-
nants of the Freehold of the said Mannors,
Messuages, Lands, Tenements, Hereditaments
and Premises, with their appurtenances, where-
by one or more perfect common Recovery or Re-
coveries, shall or may thereof be had and suf-
fered in manner and form hereafter following:
For which intent and purpose, it is Covenanted
and agreed by and between the said Parties to
these presents: That it shall and may be lawful
to and for the said C. D. and E. F. to bring, pur-
sue and prosecute against them the said G. H. and
I. K. one or more Writ or Writs of Entry sur dis-
seisin en le poist, of and for the said Mannors,
Messuages, Lands, Tenements, Hereditaments
and Premises, with their and every of their
appurtenances, &c. (b) [as in a Covenant to
suffer a Recovery] The which said Common
Recovery or Recoveries, so as aforesaid, or in
any other manner to be had and suffered: And all
other Common Recoveries, Fines, Feoffments,
Conveyances and Assurances in the Law what-
soever, since the decease of the said E. B. had,
made, leved, suffered, acknowledged or executed,
or to be had, made, leved, suffered, acknowledged
or executed by or between the said Parties to
these presents, or any of them, or whereunto they
or any of them shall be Parties, of, for and con-
cerning the said Mannors, Messuages, Lands,
Tenements, Hereditaments and Premises, or
any of them, or any part or parcel of them or a-
ny of them, shall be and inure; and shall be
adjudged,

(b) Vide
before
Chap. 3.

adjudged, deemed, esteemed, reputed and taken to be and inure to the uses, behoofs, intents and purposes, and with, upon and under such Provisions, Conditions, Powers and Limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed.

(9.) That is to say, for and concerning the said Mannors of A. and B. &c. [with general words] to the use of the said C. B. for and during the Term of his natural life, without impeachment of or for any manner of Waste, and with full power to do or commit Waste, and from and after the decease of the said C. B. to the use and behoof of the said A. B. for and during the Term of his natural life: and from and after the decease of the said C. B. and A. B. to the use and behoof of D. B. eldest Son of the said C. B. and of the Heirs Males of his Body lawfully to be begotten, and for default of such Issue, to the use and behoof of F. B. second Son of the said C. B. and of the Heirs Males of the Body of the said F. B. lawfully to be begotten: And for default of such Issue, to the use and behoof of G. B. third Son of the said A. B. and of the Heirs Males of the Body of the said G. B. lawfully begotten. And for default of such Issue, to the use and behoof of the fourth Son of the Body of the said C. B. on the Body of M. B. his wife begotten, or to be begotten, and of the Heirs Males of the Body of such fourth Son lawfully to be begotten, &c. [and so to the tenth Son] And for default of such Issue, to the use and behoof of all and every other Son and Sons of the Body of the said C. B. to be lawfully begotten, successively one after the other, and of the Heirs Males of the Bodies of every such Son and Sons, severally and respectively to be begotten, as they and every of them shall be in Seigniorie of Age and Priority of Birth, the eldest of the said Sons, and the Heirs Males of his Body, being ever preferred before the younger

The uses of the Recovery, being for life, with remainders over in Tail.

Remainders in Tail to 1, 2, 3, &c. Sons.

younger of the said Sons, and the Heirs males of his body; and for default of such Issue, to the use and behoof of I. B. second Son of the said A. B. and of the Heirs males of the body of the said I. B. lawfully to be begotten; and for default of such Issue, to the use and behoof of the Heirs of the body of the said A. B. lawfully begotten, and to be begotten; and for want of such Issue, to the use and behoof of the right Heirs of the said C. B. for ever.

Use of
the Man-
nor in C.
in trust
to be
sold.

Disposal
of the
moneys
raised
by sale.

(10.) And as for and concerning the said Mannor of C. to the use and behoof of the said C. D. and E. F. and of their Heirs and Assigns for ever. Upon trust and confidence nevertheless, and to the end, intent and purpose, That they the said C. D. and E. F. and the survivor of them, and his Heirs, shall and will sell, convey and assure the said Mannor of C. with the rights, members and Appurtenances, Lands and Tenements thereunto belonging, and every part thereof, late the Inheritance of the said E. B. deceased, for the best benefit, profit and advantage, which shall or may be, bona fide, had or gotten for the same. And that the money to be raised by every such sale, and as every such sale shall be made, shall be forthwith paid and disposed of by the said C. D. and E. F. and the survivor of them, and his Heirs, as followeth: That is to say, so much money thereof to the said A. B. his Executors or Administrators, as according to the true yearly value of the said Mannor and Lands, shall come to five years and a halfs purchase. And the residue of the moneys to be raised by such sale as aforesaid, shall be disposed of, for and towards the payment of the Debts of the said C. B. and sums of money, mentioned in the Schedule hereunto annexed: And for and towards the payment of such Legacies, as the said C. B. shall by his last Will and Testament, Devise
and

and bequeath, if any overplus remain, after that the said Debts are fully satisfied and paid: And in default of such Debts or bequest, to the Executors or Administrators of the said C. B. and upon further trust and confidence, that the said A. B. his Executors, Administrators or Assigns, shall or may have, receive and take to his and their own proper use, all and singular the Rents, Issues, Revenues and Profits of the said Mannors, Lands and Premises, hereby limited and intended to be sold, until such sale shall be made thereof as aforesaid.

To have the Profits until Sale.

Uses as

(11.) Provided always, and it is the true intent and meaning of these presents, That if the said D. E. or such other person or persons, void, up to whom any Estate is hereby limited, or intended to be limited, of and in the said Mannors of A. and B. his, their, or some of their Heirs or Assigns, shall not within Two years next after the decease of the said A. B. and C. B. or the survivor of them, well and truly pay or cause to be paid unto the said I. B. second Son of the said A. B. [if he the said I. B. shall and do so long live] the sum of Two Thousand pounds, of good and lawful money of England, That then and immediately after such default of payment, all and every the Use and Uses herein before declared and limited, as for and concerning the said Mannors of A. and B. shall cease and be void. And then also and from thenceforth, the said Recovery and Recoveries, so as aforesaid, or in any other sort to be had and suffered, and the Recoveries and Recoveries therein named, his and their Heirs, shall stand and be seised of and in all and singular the said Mannors of A. and B. to the use and behoof of the said I. B. his Heirs and Assigns, until he or they shall or may, out of the Rents, Issues and Profits thereof, have fully levied and received the said sum of Two Thousand pounds, together with consideration, after the rate of Six pounds per Centum per annum,

to part, to be on non-payment of a sum to the younger Son of A. B.

New Use to the younger Son, until he hath raised the sum appointed to him.

for

After
the sum
satisfied,
the Uses
to be as
before.

for the forbearance thereof, from the end of the said Two years next ensuing the deaths of the said A. B. and E. B. or the survivor of them, and all damages, costs and charges, which he the said I. B. his Heirs, Executors or Administrators, shall sustain or be put unto, in or about the Recovering of the said Premises, or the said sum of Two Thousand pounds, or any part thereof, or in or about any Suit concerning the same: And from and after such time as the said I. B. his Heirs or Assigns, shall, or without fraud or covin might have received the said Two thousand pounds, together with consideration for the forbearance thereof, as aforesaid, and all Charges, Expences and Damages, as aforesaid, touching or in any wise concerning the same, out of the Rents, Issues and Profits of the said Mannors of A. and B. That then and from thenceforth the said Recovery and Recoveries shall be and inure, as to the said Mannors of A. and B. And the Recoveror and Recoverors therein to be named, his and their Heirs and Assigns, shall stand and be seised thereof, and of every part and parcel thereof, to the use of such person and persons, and of such Estate and Estates, to whom the said Mannors ought to have come and remained, by the true intent and meaning of these presents, in case the said last mentioned proviso, for, touching or concerning the said I. B. or any matter or thing whatsoever therein contained, had never been.

(12.) And it is further Covenanted, granted, concluded, declared and fully agreed by and between all the said Parties to these present Indentures, for them and their Heirs respectively, and the true intent and meaning of these presents, and of all the Parties therunto is, That as to, for, touching and concerning the said Mannor of D. late part of the Inheritance of the said E. B. with the Rights, Members, Appurtenances, Lands, Tenements and Hereditaments therunto belonging: The said Recovery and Recoveries, so as aforesaid, or in any other manner to be had and suffered: And all other Recoveries, Conveyances, Fines, Feoffments and Assurances in the Law whatsoever, since the Death of the said E. B. late the wife of the said A. B. had, made, levyed, suffered acknowledged or executed, or to be had, made, levyed, suffered, acknowledged or executed, by or between the said Parties to these presents, or any of them, or whereto they or any of them shall be Parties of for or concerning the said Mannor of D. or any part or parcel thereof, either solely, or together with other the said Mannors, Lands, Tenements and Hereditaments, or any of them shall be and inure, and shall be adjudged, deemed, esteemed, reputed and taken to be and inure to the uses, behoofs, intents and purposes, as to the said Mannor of D. with the Rights, Members and Appurtenances thereof, and with, upon and under such Proviso's, Conditions, Powers and Limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed: that is to say, To the use and behoof of the said C. B. and his Assigns, for and during the Term of his natural life, without impeachment of or for any manner of Waste, and from and after his decease to the use and behoof of M. B. his Wife, for and during the term of her natural life: And from and after the decease of the Survivor of them the said C. B. and M. his

The U-
ses of the
Mannor
of D.

To C. B.
for life,
and af-
ter to
his wife
for life.

Wife, to the use and behoof of the said A. B. for and during the term of his natural life: And from and after his decease, to the use of, &c.

Power
to make
Leases
for Por-
tions for
Daugh-
ters.

(13.) Provided always, and the true intent and meaning of these presents is, That it shall and may be lawful to and for the said C. B. at any time or times after the decease of the said M. B. in case he shall happen to survive her, during his natural life, by his Deed or Deeds Indented, by him duly executed in the presence of two or more credible Witnesses, to make one or more Lease or Leases, for one, two or three lives, or one and twenty years or under, of the said Mannor of D. or any part thereof, under such Rent, Rents, Reservations and Covenants, as he shall think fit, to any Person or Persons whatsoever, upon Trust, for the raising of the several Portions herein after mentioned, for such Daughter or Daughters as the said C. B. shall happen to have, and not otherwise provided for: that is to say, If one Daughter, then for the raising of five hundred pounds for that Daughter, and if more Daughters, then for the raising of Three hundred pounds a piece for each and every one of the said Daughters, to be payed them at their several and respective Ages of one and twenty years, or Days of Marriage, which shall first happen: And that all and every such Lease or Leases, Demise or Demises, Grant or Grants, to be made as aforesaid, shall stand and be good and effectual in Law, to all intents and purposes: And the said Recovery and Recoveries, so as aforesaid, or in any other sort to be had and suffered, shall be and inure: and the Recoverer or Recoverers therein named, or to be named, his and their Heirs shall stand and be seized of and in such and so much of the said Mannor of D. as shall be so Demised or Leased, to the use of such Person and Persons, his and their Executors, Administrators and Assigns, to whom such Demise or Demises, Lease

The Re-
covery
to be to
the use
of the
Lessees.

or Leases, Grant or Grants shall be made, as aforesaid.

C H A P. XV.

The forms of several Covenants used upon Settlements of Estates to Uses.

(1.) **A**ND it is Covenanted, granted, concluded and agreed, by and between all and every the said Parties to these presents, for the Consideration aforesaid, That in case any of the said Mannors, &c. intended to be comprised in the said Fine or Fines, Recovery or Recoveries, shall be omitted or left out, and not be comprised in the Fine or Fines, Recovery or Recoveries, or in case there shall happen to be any defect in the assurance of the Premises, or any part thereof, according to the intent and true meaning of these presents, That then they the said A. B. and C. B. their Heirs and Assigns, and all and every other Person and Persons, which now are, or hereafter shall be seized of, and in such the said Mannors, &c. as shall be so omitted or left out, and not comprised as aforesaid, or whereof such Fine or Fines, Recovery or Recoveries shall not be levied and had, or whereof the assurance hereby intended to be made, shall be any way defective, shall stand and be seized thereof, and of every part and parcel thereof, with their and every of their Appurtenances, and of the Reversions thereof, to the uses, and for the several and respective Estate and Estates thereof, hereby, and herein before severally and respectively limited, unto the Person or Persons before named, and every of them, under the several Provisoes herein before mentioned, and to none other uses, intents or purposes whatsoever.

To stand seized of such Lands whereof deficiency shall be in the Conveyance to the uses before. This may be good; where there is consideration of blood.

Another.

(2.) And it is Covenanted, granted and agreed, by and between all and every the said Parties to these presents, for them and every of them, their and every of their Heirs, That the said A. B. his Heirs and Assigns, and all and every other Person and Persons, and their Heirs, which from and after the said Feast of, &c. next coming, shall stand and be seized of all or any the said Mannors, &c. and other the Premises before mentioned, with Th'appurtenances, or any part or parcel thereof: and, which before the said Feast of, &c. next coming, after the Date hereof, shall be not well and sufficiently, by Fine, Recovery, or otherwise conveyed and assured to the several uses, purposes and intents, before in these presents mentioned; or whereof no such Fine or Fines, Recovery or Recoveries, as is aforesaid, shall be before the said Feast Day of, &c. as aforesaid, had levied, knowledgeed and suffered of and in every part and parcel thereof, according to the intent and true meaning of these presents, shall at all time and times, from and after the said Feast of, &c. for the consideration herein before expressed, stand and be seized of and in the same and every part thereof, to the several uses, purposes and intents, before in and by these presents, expressed, limited and appointed, and in such sort, manner, form, quality, degree, nature and Condition, and of and for such Estate and Estates, and under and upon such Provisoos, Limitations and Authorities (according to the true intent and meaning of these present Indentures) in such ample, large, and beneficial manner and form, to all intents, constructions and purposes, as the same should or ought to have grown, been raised, or taken any effect, in case the said several Fine and Fines, Recovery and Recoveries, so before in and by these presents Covenanted, mentioned, intended or agreed, to be had, levied, knowledgeed or suffered, had been perfectly had and executed,

executed, according as is before in these presents expressed.

(3.) And the said A. B. for himself, his Heirs, Executors and Administrators, doth Covenant and grant to and with, &c. That he the said A. B. now is, and at the time of making and executing of the said Conveyances and Assurances, shall be the true and perfect owner of the said Messuages, Lands, Tenements and Hereditaments, with Th'appurtenances, and shall be then thereof lawfully seized in Possession of an absolute Estate in Fee-simple, and shall then have full power, Right, Title and Authority, to pass, convey and assure the Premises, with Th'appurtenances, to the uses, and according to the effect aforesaid.

That he is Owner, and hath Power to convey to the Uses, &c.

(4.) And the said A. B. for himself, his Heirs, Executors and Administrators, doth Covenant and grant to and with the said C. D. and E. F. their Heirs and Assigns, and to and with every of them by these presents, That for and notwithstanding any act or thing whatsoever, done, or to be done or suffered, by the said A. B. to the contrary, he the said A. B. now is, and so at the time when the first Estate, of and in the said Mannor, &c. and every part and parcel thereof, shall be conveyed and assured to the said C. D. and E. F. their Heirs and Assigns, to the uses aforesaid, shall stand and be seized thereof, and of every part and parcel thereof, of a good, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple or Fee-Tail, without any Reversion or Remainder in the Crown, or without any Covenant or Use, to alter, change or determine the same: And also, that he the said A. B. for and notwithstanding any act or thing done or suffered, or to be done or suffered by him to the contrary, as aforesaid, hath, and so at the time of the execution of the said first Estate, of and in the said Mannor, &c. and every part and parcel thereof, with their

Another.

and every of their Appurtenances, to the said C. D. and E. F. their Heirs and Assigns, shall have full power, good right, and lawful authority, to grant, convey and assure the said Mannor, &c. with their and every of their Appurtenances, to the said C. D. and E. F. their Heirs and Assigns, to the uses, intents and purposes aforesaid.

Another (5.) And the said A. B. for himself, &c. doth briefly Covenant, &c. That he the said A. B. at the time of the sealing and delivery of these presents, is and standeth seised of a good, perfect and indefeasible Estate in fee simple, of and in the said Mannor, Messuages, Lands, &c. and seised to of and in every part and parcel thereof, and that he hath full power, good right and lawful authority, in his own right, by these presents, to raise, limit and appoint, the aforesaid several Uses and Estates, in manner and form aforesaid.

That (6.) And the said A. B. for himself, his the thing Heirs, Executors and Administrators, and for settled is every of them, doth by these presents Covenant, promise and grant, to and with the said free from C. D. and E. F. their Heirs and Assigns, and incum- every of them, That the said Mannor, Messu- brances. ages, &c. and all and singular other the Premises, with the Appurtenances, now are and be, and so at all times hereafter, and from time to time shall be, remain and continue, unto the uses, intents and purposes, before, in and by these presents limited, expressed or declared, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise upon every reasonable request in that behalf to be made, well and sufficiently saved, defended and kept harmless, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Uses, Wills, Intails, Fines, Feoffments, Recoveries, Statutes Merchant, and of the Staple, &c.

Recognizances, Judgments, Executions, and of and from all other Charges, Titles, Troubles and Incumbrances whatsoever, had, made, committed or done, or to be had, made, committed or done by the said A. B. or by any other person or persons whatsoever, by his means, consent or procurement (all such Leases, particular Estates and Interests, as he the said A. B. hath heretofore made to any person or persons whatsoever, of or upon the said Mannors, Messuages, Lands, Tenements, Hereditaments, and other the Premises, or of or upon any part or parcel of them, upon which Leases and Estates there is reserved the old and accustomed yearly Rent or Rents, or more, which shall continue yearly due and payable, during the several Terms, Estates and Interests aforesaid, only excepted and fore-prised.)

(7.) After the Covenant, that he is own- Another.
er, and hath power to settle, &c. then add,
And that he the said A. B. shall and will from time to time, and at all times hereafter, acquit, discharge, or otherwise from time to time, upon reasonable notice and request, sufficiently safe harmless, as well the said Mannors, Messuages, &c. as also all such person and persons, to whom any Use or Estate is before by these presents limited or appointed, of, from, touching and concerning all, and all manner of former and other Bargains, Sales, Gifts, Grants, Fines, Feoffments, Estates, Intails, Recoveries, Executions, Limitations of Use and Uses, &c. as in the former Covenant.

Another
with Ex-
ceptions

(8.) And that the said Mannor, Messuages, &c. and Premises, and every part and parcel thereof, with the Appurtenances, now be and are, and so from time to time and at all times hereafter for ever, shall or may remain or continue unto the uses and intents aforesaid, and according to the true intent and meaning of these presents, clearly acquitted and discharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Joyntures, Statutes, Recognizances, Judgments, Extents and Executions, and of and from all other Titles, Charges, Troubles and Incumbrances whatsoever, had, made, suffered or done by him the said A. B. or by any other person or persons whatsoever, lawfully claiming by, from or under him (except one Indenture of Lease bearing date, &c. made and granted by G. B. (late Father of the said A. B.) deceased, to, &c. for the term of, &c. under the yearly Rent of, &c. [if there be more Leases, bring them in here.] And without the let, interruption, challenge, claim, disturbance or incumbrance of or by him the said G. B. or any person or persons whatsoever, claiming or to claim by or under him, or his Estate, Right, Title or Interest, except such person or persons, as shall or may claim by or under the Leases before excepted: Or thus — except such person or persons, as shall or may lawfully claim by or under the Leases before excepted, or either of them, and for the several and respective Terms, thereby demise or granted only.

(9.) And

(9.) And the said A. B. for himself, his To enjoy Heirs, Executors and Administrators, doth Covenant and grant, &c. That he the said A. B. his Heirs and Assigns, shall and will permit and suffer the said C. B. and all and every other person and persons, to whom the said Mannor, Messuages, &c. and other the Premises, or any part or parcel thereof, shall happen to come, or of right ought to come by these presents, peaceably and quietly to have, hold, occupy, possess and enjoy all and singular the said Mannor, Messuages, Lands, Tenements and Hereditaments, before, in and by these presents mentioned and expressed, without any manner of let, trouble, eviction, disturbance, suit, vexation or expulsion of the said A. B. his Heirs or Assigns, or any other person or persons whatsoever, lawfully having, claiming or pretending to have any Estate or Title, from, by or under the said A. B. his Heirs or Assigns, according to the intent, form and true meaning of these presents.

(10.) And that he the said C. B. and all and Another every other person or persons, to whom any Use to enjoy is before by these presents mentioned, intended, limited, appointed or declared, shall or lawfully may quietly and peaceably have, hold, occupy and enjoy the said Premises, with the Appurtenances, and every part and parcel thereof, according to the true meaning of the Uses before declared, and the Assurances hereafter to be made and passed in that behalf, without any let, suit, vexation, hinderance, expulsion, eviction, interruption or trouble of the said A. B. his Heirs or Assigns, or any other person or persons whatsoever, lawfully claiming from, by or under him or them, or by his or their means, assent, command or procurement.

(11.) And

Not to
do any
act to
impeach
the Set-
tlement.

(11.) And that he the said A. B. shall not at any time or times hereafter, make, do, assent unto, acknowledge, execute or willingly suffer any manner of Estate, Conveyance, Assurance, Gift, Thing, Matter or Devise whatsoever, whereby, or by reason whereof, the uses and Estates before declared, or any of them, for, touching or concerning the said Mannor, Messuages, Lands and Tenements, or any part or parcel thereof, shall or may be discontinued, cut off, debarred, overthrowen or made void, or whereby the said E. B. or any of the said Sons, or any Heir of any of their Bodies lawfully begotten, or the Heirs of the Body of the said C. B. upon the Body of the said M. B. lawfully begotten, or to be begotten, shall or may by any means be defeated, defrauded, excluded or disinherited of the Premises, or any part or parcel thereof, or of any Use or Estate hereby to him, them, or any of them appointed, limited or intended, or to be contained or mentioned in any of the said Conveyances or Assurances, contrary to the true meaning of these presents; or whereby, or by reason whereof the said A. B. shall or may in any sort or degree, be disabled perfectly, sufficiently and surely, to make, pass, convey and assure the said Mannor, Messuages, Lands and Tenements, or any part or parcel thereof, according to the Uses and Limitations in these presents expressed or declared, and according to the purport, intent and true meaning hereof.

(12.) And the said A. B. for himself, his Forfeits, Executors and Administrators, doth therewith Covenant, promise and grant to and with the said C. D. and E. F. their Heirs and Assigns by these presents, That he the said A. B. and his Heirs, and all and every other Person and Persons, lawfully claiming, or to claim, by, from or under him (except such as shall or may claim, by or under the Leases before excepted) shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the Costs and Charges in the Law, of the said C. D. and E. F. or either of them, their, or either of their Heirs or Assigns, make, do, acknowledge, suffer and execute, All such further Act and Acts, Thing and Things, Assurance and Assurances in the Law whatsoever, for the further and better assuring of the said Premises, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said C. D. and E. F. or either of them, their, or either of their Heirs or Assigns, or their, or either or any of their Counsel learned in the Law, shall be in that behalf, reasonably devised, or advised and required. And that all fines and other Assurances, at any time hereafter to be had, levied, suffered or executed, of the Premises, or any part thereof, by or between the said Parties, or any of them, shall be, and shall be adjudged, deemed and taken to be, to the uses, intents and purposes in these presents mentioned, limited and declared, and to no other use, intent or purpose whatsoever.

(13.) And

Ano-
ther,

(13.) And the said A. B. for himself, his, &c. doth Covenant and grant to and with, &c. That he the said A. B. his Heirs and Assigns, shall and will from time to time, and at all times hereafter, within the space of seven years next ensuing the Date of these presents, at and upon every reasonable request, and at the only cost and charges in the Law, of the said &c. and either of them, their and either of their Heirs or Assigns, further do make, acknowledge, execute and suffer, or cause or procure to be done, made, acknowledged, executed and suffered, All and every such further and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further, better and more perfect assuring, surety, and sure making, settling and conveying of the said Mannor, &c. and of every part and parcel thereof, with Ch' appurtenances, to continue, stand, remain and be, to all and every such several uses, behoofs, intents, limitations and purposes as are thereof, and of every part and parcel thereof, in and by these presents limited, expressed, appointed and declared, and under the Conditions, Proviso'es and Limitations before mentioned and declared: Be it by Fine or Fines, Recovery or Recoveries, with single or double Voucher or Vouchers, Feoffment or Feoffments, Deed or Deeds, enrolled or not enrolled, or by any other ways or means whatsoever, as by the said C. D. and E. F. or either of them, their or either of their Heirs or Assigns, or their, or either or any of their Counsel learned in the Law, shall be reasonably devised, advised or required, so as the said A. B. his Heirs or Assigns, or any person or persons whatsoever, that ought to do or suffer such Act or Acts, be not compelled to travel from the place of his or their abode,

(14.) And

(14.) And the said A. B. for himself, &c. doth For set-Covenant, &c. that in case the said A. B. or any tlement other to his use, shall at any time hereafter hap- of Land pen to purchase any Lands, Tenements or Here- to be ditaments, of any Person or Persons whatso- purcha- ever, during the life of the said C. B. [the Son] sed.

That then the said A. B. shall cause and procure all such Lands, Tenements and Hereditaments, which shall be so purchased as aforesaid, to be sufficiently conveyed and assured to the use of the said A. B. and C. B. for and during the Term of their natural lives, and the life of the longest liver and Survivor of them, and after their decease, to the use and behoof of the Heirs of the Body of the said C. B. on the Body of the said M. B. lawfully to be begotten; and for default of such Issue to the use and behoof of the said A. B. his Heirs and Assigns for ever, and to none other use, intent or purpose whatsoever.

(15.) And also, that he the said A. B. shall To per- and will permit and suffer, all and singular those mit his Messuages, &c. in the County of M. which Lands to D. B. his Uncle deceased, did in his life time descend. give, grant, convey and assure to him the said A. B. lawfully to descend, come and remain, immediately after the Decease of the said A. B. to the said C. B. and his Heirs. And that the said A. B. shall not at any time hereafter, make, do, attempt, practice, knowledge, suffer, procure or execute any Act or Acts, Thing or Things, Conveyance or Assurance whatsoever, whereby the said Lands, Tenements and Hereditaments of the Gift and Grant of the said D. B. his late Uncle deceased, or any part or parcel thereof, shall or may in any wise be discontinued, bargained, sold, aliened, transferred, given, granted, devised, or otherwise passed or conveyed away, unto any other Person or Persons whatsoever; unless it be to the use and behoof of the said C. B. and his Heirs for ever.

Nota,

Nota, There are several Covenants set down before, which are not ordinarily used: yet there may be sometimes occasion for them.

C H A P. XVI.

*Containing the several Forms of Joyntures,
before and after Marriage.*

Upon a
Marriage
to be had,

This Co-
venant
is some-
times
used.

Cove-
nant to
stand
seized
after the
Marriage
had.

(1.) **T**his Indenture made the, &c. Between A. B. of the one part, and C. D. and E. D. his Daughter of the other part: Witnesseth, That the said A. B. doth by these presents, Covenant and grant to and with the said C. D. his Executors and Administrators by these presents, That he the said A. B. shall and will, before the Feast of, &c. next ensuing the Date hereof, marry and take to wife the said E. D. Daughter of the said C. D. if the Laws of the Church will permit the same, and the said E. D. shall thereunto consent and agree. And the said C. D. for him, his Executors and Administrators, doth Covenant and grant to and with the said A. B. that the said E. D. shall likewise before the said Feast of, &c. marry and take to Husband the said A. B. if the Laws of the Church will permit the same, and the said A. B. shall thereunto consent and agree.

(2.) And the said A. B. doth for him, his Heirs, Executors and Administrators, by these presents, in consideration of the said Marriage so to be had and solemnized, and for the full and entire Joynture of the said E. D. in case she shall happen

happen to over-live the said A. B. And in full For recompence and satisfaction of all the Dowry and Joynture Title of Dowry, which she the said E. D. by or and in after the death of the said A. B. shall or may have, satisfaction any the Mannors, Lands, Tenements and Action of Hereditaments, whereof the said A. B. shall, Dowry. during the Coverture between him and the said E. D. be seised of any Estate of Inheritance; and for the advancement of the said E. D. and of the Heirs Males of the Body of the said A. B. upon the Body of the said E. D. to be lawfully begotten. And for divers other good causes and considerations, him the said A. B. thereunto moving, Doth for him and his Heirs, Covenant and grant to and with the said C. D. his Heirs, Executors and Administrators, in manner and form following, That he the said A. B. and his Heirs, and all and every person and persons, and his and their Heirs, which now stand and be seised of and in all that Messuage, &c. [mention here the several Messuages and Lands] and of and in every part and parcel thereof, shall from and after the said inter-Marriage, stand and be seised of all and singular the said Messuages, Lands, Tenements, Hereditaments, and other the Premises, with the Appurtenances, to the only uses and intents hereafter, in and by these presents expressed, limited and declared, and to no other use, intent or purpose whatsoever, that is to say, to the only use and behoof of the said A. B. and E. for and during the term of the natural lives of them the said A. B. and E. and of the longer liver of them; and from and after the decease of the longer liver of the said A. B. and E. to the use and behoof of the Heirs Males of the Body of the said A. B. upon the Body of the said E. lawfully to be begotten; and for default of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever. Vide Chap. 14. for Covenants.

Another
before
Marriage.

Consi-
derati-
on.

(a) Vide
Sect. 2.

The U-
ses.

The Son
and his
Wife to
have an
Annuity
during
Fathers
life.

(3.) This Indenture, &c. Between A. B. of the first part: C. D. and E. F. of the second part: and C. B. Son and Heir apparent of the said A. B. and G. D. one of the Daughters of the said C. D. on the third part. Whereas a Marriage is intended to be shortly (if God permit) had and solemnized between the said C. B. and G. D. Now witnesseth this present Indenture, That in consideration of the said Marriage, and of a competent sum of Money, by the said C. D. in hand paid, before then sealing hereof, to the said A. B. as the marriage Portion of the said G. D. and of the natural love and affection which the said A. B. beareth unto the said C. B. and for provision of maintenance for the said C. B. and G. D. in case the said Marriage take effect: And for a competent Joynture for the said G. D. in case she shall happen to survive and overlive the said C. B. and in full recompence and satisfaction of all the Dowry and Title of Dowry, &c. (a) He the said A. B. doth Covenant, &c. [to levy a Fine come ceo, &c. vide Chap. 3. Sect. 1. 2. of such Mannors, Messuages, &c. unto the said C. D. and E. F.]

(4.) And it is Covenanted, granted, concluded, declared and fully agreed, by and between all and every the Parties to these presents, That the said Fine to be had and levied as aforesaid, shall be and inure, and the said Cognizances therein to be named, and the Survivor of them, his and their Heirs, shall stand and be seized of and in the said Mannors, &c. to the uses, intents and purposes hereafter following: that is to say, to the end, intent and purpose, that the said C. B. and G. D. shall and may from and after the said Marriage, for and during the Term of their natural lives, and the natural life of the longer liver of them (if the said A. B. shall and do so long live) lawfully and peaceably have and receive out of the said Mannors of, &c. and all other the Premises, one Annual Rent or sum of Two hundred pounds

pounds of lawful Money of England at two days or Feasts of the year: that is to say, At the Feast of Th'annunciation of St. Mary the blessed Virgin; and of St. Michael Th'archangel by even and equal portions: the said Rent to be payed at or in the now dwelling House of the said A. B. situate and being in, &c. aforesaid, and the first payment thereof to begin at such of the said Feasts, as shall next and immediately happen, after the said intermarriage had and solemnized. And that in default of payment of the said yearly Rent, or of any part thereof, at either of the Feasts or Days of payment aforesaid, contrary to the true intent and meaning of these presents: Then and so often it shall and may be lawful to and for the said C. D. and G. and the Survivors of them, and their and either of their Assigns, into the said Mannors, Messuages, &c. to enter and distrain for the said yearly Rent of Two hundred pounds per annum, or any part thereof, and for the Arrears thereof (if any shall be) and the Distress and Distresses there taken and had, to lead, drive, take and carry away, impound, detain and keep, until they and every of them shall of the said yearly Rent of Two hundred pounds per annum, and of the Arrearages thereof (if any shall be) be fully satisfied and payed.

(5.) And as to, for and concerning the said Mannors, Messuages, Lands, Tenements and Hereditaments before mentioned, and every part and parcel thereof. It is further Covenanted, concluded and agreed, by and between the said Parties to these presents, That the said fine shall be and inure, and the said Cognizances therein to be made, and the Survivors of them, and his and their Heirs shall stand and be seized of the said Mannors, Messuages, Lands and Premises, To the use and behoof of the said A. B. for and during the Term of his natural life, without impeachment of or for any manner of waste, and from and after the decease of the

Clause
of Dis-
tress:

Disposi-
tion of
the Pre-
misses
after the
Fathers
death.

(a) **Cue** said A. B. to the use and behoof of the said C. B. for and during the term of his natural life, without impeachment of or for any manner of Waste, and from and after the decease of the said A. B. and C. B. to the use and behoof of the said G. for and during the term of her natural life (in case the said Marriage take effect, and she shall happen to survive the said C. B.) in full satisfaction of Dower, (a) &c. And after the deceases of the said A. B. C. B. and G. To the use and behoof of the Heirs Males of the Body of the said C. B. on the Body of the said G. lawfully to be begotten: and in default of such Issue, to the use and behoof of the Heirs Females of the Body of the said C. B. on the Body of the said G. lawfully to be begotten, and for default of such Issue, to the use and behoof of the Heirs Males of the Body of the said A. B. lawfully to be begotten: and for want of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever.

(6.) **Provided** always, That the said A. B. or any Heir Male of his Body (in case the said C. B. shall happen to die, having no Heir Male of the Body of the said C. B. on the Body of the said G. begotten, then living) shall pay or cause to be paid unto the Daughter and Daughters of the said C. B. on the Body of the said G. to be begotten: These several sums following of lawful Monies of England, viz. unto the Daughter of the said C. B. in case he hath but one, the full sum of One thousand and two hundred pounds, and in case he shall have more Daughters then one by the said G. then to all the said Daughters of the said C. B. the sum of Two thousand pounds, among and between them equally to be divided: The said payments to be made at their respective Ages of Eighteen years, or Days of Marriages, which of them shall first happen: Or if the said A. B. or any Heir Male of his Body shall at any time or times by such

Secus

Security, as the said C. D. and E. F. or the Survivors of them shall direct in writing under their hands, or the Hand of the Survivor of them, sufficiently secure the payment of the said sum or sums in manner aforesaid: That then and from thenceforth the Estate, use and limitation of the Premises, to the Heirs Females of the said C. B. on the Body of the said G. to be begotten; shall cease and determine: And the said Fine and fines shall be arrd inure, and the said Cognizances and their Heirs, shall stand and be seized of all and singular the Premises, from and after the death of the said C. B. and G. and payment made or Security given as aforesaid, to the use and behoof of the Heirs Males of the Body of the said A. B. and for want of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever. With usual Covenants, vide Chapter 14.

(7.) This Indenture, &c. Between A. B. of the one part: and C. D. and E. F. of the other part: Witnesseth, that for and in consideration of a Marriage to be shortly had and solemnized between the said A. B. and E. G. of — Widow (late the Wife of H. G. deceased) and for the future good and advancement of the said E. G. and in testimony of the singular good will and affection, which he the said A. B. hath and beareth unto the said E. G. and for other good Causes and Considerations, him the said A. B. therunto moving: He the said A. B. doth Covenant, &c. [Here put a Covenant with C. D. and E. F. to stand seized from and after the said intermarriage of and in a Mannor, (a) &c.] To the onely use and behoof of the said A. B. and of the said E. and of the Heirs and Assigns of the said A. B. for ever, for the Tormenture of the said E. in case she shall happen to survive and over-live the said A. B. and in full satisfaction of Dowry, &c. [vide before Sect. 2. in this Chapter.

A Joyn-
ture
made
before
Marriage with
a Wi-]
dow;
with several
useful
Covenants.
Vide
Chap. 5.
Sect 21.
The Uses.

Cove. (8.) And the said A. B. for himself, his
nants a- Heirs, Executors and Administrators, doth Co-
gainst venant and grant to and with the said C. D. and
Incum- E. F. and either of them, their and either of their
brances. Executors and Administrators by these presents,
 in manner and form following, that is to say,
 That he the said A. B. his Heirs, Executors,
 Administrators and Assigns, shall and will from
 time to time and at all times hereafter, well and
 sufficiently save, defend and keep the said Man-
 nor, &c. and all other the Premises, and every
 part and parcel thereof, of and from all and all
 manner of former and other Bargains, Sales,
 &c. [as in a Covenant against Incumbrances.]

That the
 Mannor
 is of such
 value.
 Further
 Assu-
 rance.

To en-
 joy.

And that the said Mannor, Lands, Tenements,
 and other the Premises, now are and be of the
 clear yearly value of One Hundred pounds per
 annum, over and above all Charges and Re-
 puses. And here also may be added a Covenant
 from A. B. for further Assurance, &c. viz. for
 the better and more perfect assuring and sure ma-
 king, of all and singular the Premises to the said
 E. G. for term of her life only, in form aforesaid.
 And that all and every Feoffments, Fines,
 Conveyances and Assurances, to be had, made,
 acknowledged, done, suffered or executed, of the
 said Premises, or any part thereof, by the said
 A. B. during the life of the said E. shall be and
 inure, to the uses, intents and purposes aforesaid,
 and to none other use, intent or purpose
 whatsoever. And further that she the said E.
 from and after the decease of the said A. B. (ac-
 cording to the intent and true meaning of these
 presents) shall or lawfully may, during the term
 of her natural life, have, hold and quietly enjoy
 the said Mannor, &c. without any lawful let,
 suit, eviction or interruption, of the Heirs or
 Assigns of the said A. B. or of any other person
 or persons whatsoever, lawfully claiming by,
 from or under the said A. B. his Heirs or Assigns,
 or any of them.

(9.) And

(9.) And the said A. B. for himself, his Executors and Administrators, both Covenant and intergrant to and with the said C. D. and E. F. and meddle either of them, their and either of their Executors and Administrators by these presents, that Wives he the said A. B. his Executors or Administrators shall not at any time or times hereafter, have, receive, take, or any way intermeddle with the Portions, Legacy or Legacies, or any part thereof appertaining or belonging, given or bequeathed, due, or to be due to I. G. B. G. and R. G. the Children of the said E. G. or any of them, or with the increase or profits thereof, or by reason of the same arising, coming or growing, or that hereafter shall arise, come or grow of the same, or any part or parcel of the same increase, other than such parcel thereof, as by Covenant hereafter, in these presents expressed, is yearly to be paid unto the said A. B. or his Assigns, for and towards the charges of bringing up the said Children, but shall permit and suffer the said C. D. and E. F. and the Survivor of them, and the Executors or Administrators of the Survivor of them, to have the ordering, putting forth and disposing of the said Portion and Portions, Legacy and Legacies, sum and sums of Money, appertaining and belonging unto the said Children, and every of them, and every part and parcel thereof, and of the increase and profits arising by the said Moneys, and every part thereof, for the benefit and advantage of the said Children respectively, according to the appointment and direction of the said E. G.

To deliver up
all the
Specialties,
which
touch
the Childrens
Portions
to the
Trustees.

To
make
Letters
of Attorney
to sue
for Portions.

Not to discharge
Specialties, or
release
Suits.

(10.) And that he the said A. B. shall deliver, or cause to be delivered unto the said C. D. and E. F. or the survivors of them, upon reasonable request by him or them to be made, all such Bonds, Obligations and Specialties, wherein or whereby any person or persons are or do stand bound unto the said E. F., touching or concerning the said Portions, or Moneys of the said Children, or any of them, as shall come unto the hands or possession of the said A. B. and shall also make, seal, and duly execute unto the said C. D. and E. F. or the survivors of them, such Letter or Letters of Attorney, for the better enabling them, or the survivors of them, to sue for and recover the sum and sums of money contained in the said Bonds, Obligations, and Specialties or any of them, as by the said C. D. and E. F. or the survivors of them, or the Counsel Learned of them, or the survivors of them, shall be devised, advised or required, for the use and benefit of the said Children. And that the said A. B. shall not release or discharge the said Bonds, Obligations, or Specialties, or any of them, or any Suit, Action or Actions, Judgment or Judgments, to be had or prosecuted upon the said Bonds, Obligations or Specialties, or any of them, by force of the Authority to be given as aforesaid, nor shall at any time hereafter release or countermand the said Letter or Letters of Attorney, to be given as aforesaid, or any of them.

(11.) And, that he the said A. B. shall and To permit and suffer the said E. to dispose by her last Will and Testament in writing, to any Person or Persons whatsoever, any sum or sums of Money, at her pleasure (not exceeding in the whole the sum of five hundred pounds) And that he the said A. B. shall not any way countermand or revoke the same. And that he the said A. B. his Executors and Administrators (in case he shall happen to survive the said E.) shall and will well and truly satisfy, content and pay, or cause to be satisfied, contented and payed, the Legacies in and by the said Will of the said E. to be devised as aforesaid, or so much of them as shall not exceed the sum of five hundred pounds, according to the purport and true meaning thereof, within one year next after the decease of the said E. upon the lawful and reasonable demand of the several and respective Legacies, to whom such Legacy or Legacies shall be given as aforesaid.

(12.) And the said C. D. and E. F. for them and either of them, their and either of their Executors and Administrators, do Covenant and grant to and with the said A. B. his Executors and Administrators by these presents, That they the said C. D. and E. F. or one of them, their or one of their Executors or Administrators, shall and will yearly, from and after the said Marriage, so had and solemnized as aforesaid, and during so long time, as the said Children, or any of them, shall be at the finding and providing of the said A. B. well and truly pay, or cause to be paid unto the said A. B. for every of the said Children so sojourning with and being provided for, by the said A. B. the sum of, *sc.* per annum, at the feasts of, *sc.* by equal portions, out of the increase and profit arising and accruing by their respective Portions, as aforesaid. And that the said C. D. and E. F. and the Survivors of them shall employ

The Trustees to make yearly allowance for the Childrens Maintenance.

To
make
account
to the
Mother.

and bestow the residue of the said increase and profit in such sort and manner as the said E. shall direct and appoint, for the further benefit and advantage of the said Children. And that they the said C. D. and E. F. and the Survivors of them shall from time to time, when he or they shall be thereunto required by the said E. yield and make unto the said E. a just, true and perfect account of the said increase or profit arising or growing, from or by the said Childrens Portions or sums of Money.

In witness, &c.

Joyn-
tures af-
ter Mar-
riage,
had.

Confi- e-
ration.

Cove-
nant to
levy a
Fine.

(13.) This Indenture made, &c. Between A. B. and E. his wife on the one part: and C. D. and E. F. on the other part, witnesseth, That for and in consideration of a Marriage lately had and solemnized, between the said A. B. and the said E. (Daughter of the said C. D.) and in performance and accomplishment of such Articles and Agreements that passed and were made upon the Conclusion of the said Marriage: And for the making and assuring of a competent Forniture to and for the said E. in case she shall happen to over-live the said A. B. He the said A. B. for himself, his Heirs, Executors and Administrators, doth Covenant and grant to and with the said C. D. and E. F. and either of them, their and either of their Heirs, Executors and Administrators, and every of them by these presents: That he the said A. B. and E. his Wife, &c. [To levy a fine to C. D. and E. F. for Cognizance de droit come ceo, &c. of Messuages, Lands, &c.]

(14.) And

(14.) And it is the true intent and meaning of all the said Parties to these presents: And the said A. B. for himself, his Heirs, Executors, and Administrators, doth Covenant and grant to and with the said C. D. and E. F. their Heirs, Executors and Administrators, and every of them by these presents, That the said Fine so to

The uses

be had and leved as aforesaid, of the said Messuages, Lands, &c. shall be and inure, and the said C. D. and E. F. and the Survivor of them, his and their Heirs shall stand and be seized thereof, and of every part and parcel thereof, to the use and behoof of the said A. B. and his Assigns, for and during the term of his natural life, and from and after his decease to the use and behoof of the said E. for and during the term of her natural life, for her Joynture, and in full satisfaction of all such Dower as she the said E. may hereafter have or claim, of, or out of any Lands, Tenements or Hereditaments, whereof the said A. B. now is, or shall be at any time seized of any Estate of Inheritance, during the Coverture between the said A. B. and the said E. And from and after the decease of the said A. B. and E. and the Survivor of them, To the use and behoof of the Heirs Males of the Body of the said A. B. on the Body of the said E. lawfully to be begotten, and for want of such Issue to the use and behoof of the right Heirs of the said A. B. for ever: [with usual Covenant]

For a
Joynture
and in
satisfac-
tion of
Dower.

Then add this Covenant: And it is further Covenanted, granted, concluded and agreed, by and between the said Parties to these presents, That if the said E. after the death of the said A. B. (in case she shall happen to over-live him) shall disagree to, and refuse to accept of the said Messuages and Lands hereby settled on her, as aforesaid, for and in name of her Joynture, and shall commence or sue any Action at Law, or Suit for any Lands, Tenements or Hereditaments, which were the Inheritance of the said A. B.

Cove-
nant to
alter the
use to
the Wife
upon
her suit
for
Dower.

during

during the Coberture betwæen them, for her Dower, or upon her Title of Dower, That then and from thenceforth, from and after the commencement of such Action or Actions, Suit or Suits, the Uses or Estates herein before limited, shall cease, determine and be utterly void, and then and from thenceforth the said C. D. and E. F. shall stand and be seized of all and every the Premises aforesaid, to the use and behoof of the said A. B. his Heirs and Assigns for ever. This Indenture, or any thing herein before contained, to the contrary thereof in any wise notwithstanding.

Another
after
Marriage by
way of
Feoffment to
uses.
Consideration.

The Feoffment

(14.) This Indenture, &c. Betwæen A. B. of the one part; and C. D. E. F. and G. H. of the other part: Witnesseth, that the said A. B. for and in consideration of a Marriage heretofore had and solemnized, by and betwæen the said A. B. and E. his now wife, and for the settling of a competent Joynture on the said E. if she shall happen to surbive and overlive the said A. B. and for the settling, assuring and conveying of all and singular the Mannors, Lands, Tenements and Hereditaments hereafter mentioned, with their and every of their Appurtenances, in the Name and Ploud of the said A. B. for so long time as it shall please Almighty God, and to the several uses, intents and purposes, and in such manner and form, as hereafter in and by these presents is expressed, mentioned and declared, and according to, and in pursuance of a certain Agreement betwæen the said A. B. and G. H. I. K. &c. before the said intermarriage had and made, and also for divers good Causes and Considerations, him hereunto especially moving: Hath granted, aliened, released, enfeoffed and confirmed, and by these presents doth grant, alien, enfeoff, release and confirm unto the said C. D. E. F. and G. H. All those his Mannors of A. and B. &c. and the Reversion and Reversions, Remainder and Remainders

mainders thereof, and of every part and parcel thereof. To have and to hold the said Mannors, &c. and all and singular other the Premises hereby conveyed and assured, or mentioned, or intended to be conveyed and assured, with their and every of their Rights, Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof, unto the said C. D. E. F. and G. H. their Heirs and Assigns for ever.

(15.) To the several uses, intents and purposes, and upon the Trust and confidence, and under the several Provisions, Conditions and Limitations, hereafter in and by these presents expressed, limited and declared, and to none other use, intent or purpose whatsoever: that is to say, As to, for, and concerning the said Mannor of A. &c. To the use and behoof of the said A. B. for and during the term of his natural life, without impeachment of, or for any manner of Waste: And from and after his decease, to the use and behoof of the said E. his wife, and her Assigns, for and during the term of her natural life, for her Joynture, and in lieu and recompence of her Dowry, and Title of Dowry: And from and after the several deceases of them the said A. B. and E. his wife, Then to the use and behoof of the first (a) Son of the Body of the said A. B. on the Body of the said E. lawfully begotten, or to be begotten, and of the Heirs Males of the Body of such first Son lawfully to be begotten. And for default of such Issue, to the use and behoof of the second Son, of the Body of the said A. B. on the Body of the said E. lawfully begotten, or to be begotten, and of the Heirs Males of the Body of such second Son, lawfully to be begotten, &c. [and so even to the Tenth Son.] And for default of such Issue to the use and behoof of every other Son and Sons of the Body of the said A. B. on the Body of the

The uses
of the
Mannor
of A.

To A B.
for life,
after to
his Wife
for life,
for a
Joyn-
ture.
To 1.2.3
&c. Sons
in Tail.
(a) If
they
have a-
ny Sons,
time of
the limi-
tation,
they are
to be
named.

The uses
of the
Mannor
of B

To A for
life, after
to the
Feoffees
for years
in ;rust.

The use
limited
after the
term

the said E. B. lawfully to be begotten, and of the Heirs Males of the Body of every such Son and Sons lawfully to be begotten, according to their feigniority of Age, and priority of Birth, the elder Son, and the Heirs Males of his Body, being always prefer'd before the younger Son, and the Heirs Males of his Body: And for default of such Issue, to the use and behoof of the Heirs of the Body of the said A. B. and for default of such Issue to the use and behoof of the right Heirs of the said A. B. for ever. And as to, for, and concerning the said Mannor of B. &c. and all other the Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, wherof no Use or Uses is, or are before herein limited, To the use and behoof of the said A. B. for and during the term of his natural life, without impeachment of or for any manner of Waste, and from and after his decease, to the use and behoof of the said C. D. E. F. and G. H. their Executors and Assigns, for and during the term of one and twenty years, to commence immediately from and after the decease of the said A. B. and from thence next ensuing, and fully to be compleat and ended, upon trust and confidence, and to the uses, intents and purposes, hereafter in and by these presents expressed, limited and declared. And from and after the end, expiration or other determination of the said term of one and twenty years: To the use of such Person and Persons, for such Estate and Estates, and in such manner and form as the said A. B. by his Deed or Deeds in writing, sealed and executed in the presence of three or more credible Witnesses, shall in his life time, declare, limit or appoint: And in default of such Declaration, Limitation or Appointment: Then to the use and behoof of the right Heirs of the said A. B.

(16.) And the true intent and meaning of The De-
 these presents is, and the special Trust and con- clarati-
 fidence in them the said C. D. E. F. and G. H. on of the
 their Executors and Administrators hereby re= Trust.
 posed, as to the said Estate for years to them li-
 mited, as aforesaid is: That in case the said A.
 B. shall depart this life, having at the time of
 his decease, one, two, or more Daughter or To pay
 Daughters of his Body, on the Body of the said Daugh-
 E. lawfully begotten, then living and unprefer'd ters Por-
 in Marriage, or leaving the said E. with Child tions.
 of one or more Daughter or Daughters, who
 after shall be born alive: That then the said C. D.
 E. F. and G. H. the Survivors and Survivor of
 them, and the Executors or Administrators of
 the Survivor of them, shall and will out of the
 Rents, Issues and Profits of the said Manor
 of B. and other the Premises so to them limited,
 as aforesaid, for years, raise and levy so soon as
 conveniently may be, for the Portion or Porti-
 ons of such Daughter or Daughters, which he
 the said A. B. shall leave at his decease, unpre-
 ferred as aforesaid, and with which he shall leave
 with Child, the said E. as aforesaid, viz.
 If there be but one, the sum of Two thou-
 sand pounds of good and lawful Money of Eng-
 land, to be paid unto her at her Age of eighteen
 years, or Day of Marriage, which shall first
 happen, or so soon as the said sum of Two thou-
 sand pounds can be raised, and if there be two
 Daughters, the sum of One thousand pounds
 a piece, or if there be three or more Daughters,
 the sum of Three thousand pounds in the whole,
 to be equally divided between the said Daughters,
 share and share like: All and every the said
 sums to be payed unto the said Daughters, seve-
 rally and respectively, at their several and respec-
 tive Ages of Eighteen years, or their several and
 respective Marriages, which of them shall first
 happen, or so soon as the same can be conveniently
 raised, as aforesaid; in which respect the said
 Sister

In case
any of
the
Daugh-
ters die,
her part
to go to
the Sur-
vivors.

How the
sums
shall be
disposed
if all the
Daugh-
ters die.

Mainte-
nance
allowed
to the
Daugh-
ters un-
til Por-
tions
paid.

Sister is to be prefer'd in payment before the younger, unmarried. And in case any of the said Sisters shall happen to die before her or their Marriage, or Age of Eighteen years, That then such part or proportion, of the said Sister or Sisters so dying, shall accrue and come unto the surviving Sister, if but one, and if more then one survive, then unto the Sisters so surviving, to be equally divided between them, share and share like. And upon this further trust and confidence, that if it shall happen the said A. B. to die, leaving onely one Daughter, or two or more Daughters of his Body, on the Body of the said E. begotten, then living, or afterwards to be born as aforesaid: And that such Daughter or Daughters shall all happen to die before she or they shall be Married, or accomplish the several and respective Ages of Eighteen years, as aforesaid, That then and in such case the said several sum and sums of Money intended, for the Portion or Portions, Advancement or Advancements of such Daughter or Daughters as aforesaid, or so much thereof as shall be raised or leyd out of the Rents, Issues and Profits of all or any of the Premises (all charges and expences being defrayed, wherein a full and liberal allowance shall be made and given) shall be satisfied and payed unto such Person or Persons, as the said A. B. by any writing under his Hand and Seal, subscribed and sealed in the presence of two or more credible Witnesses, shall limit and appoint, and in default of such Limitation and Appointment, to the Executors or Administrators of the said A. B. And upon this further trust and confidence, and to the end, intent and purpose, that the said C. D. E. F. and G. H. and the Survivors and Survivor of them, his and their Executors and Administrators, shall out of the Rents, Issues and Profits of the said Manor of B. ac. and Premises, so to them limited for raising of Portions as aforesaid, with their

their and every of their Appurtenances, leby and pay, or cause to be lebyed and payed to and for the maintenance of such Daughtre and Daughters as aforesaid, if there be but one Daughtre oneie, the sum of fiftie pounds per annum, and if there be two or more Daughters, the sum of Thirty pounds per annum a piece, until such Daughtre or Daughters respectively, shall attain to her or their Age or Ages of Eighteen years, or shall be Married, and her or their Portions payed as aforesaid.

(17.) Provided always, and it is the true intent and meaning of these presents, and of all the Parties hereunto, That if the said A. B. shall happen to depart this life, without any Issue Female of his Body, upon the Body of the said E. begotten, or without leaving the said E. with Child, of one or more Daughtre or Daughters that shall be born alive, That then the Estate so limited as aforesaid, to the said C. D. E. F. and G. H. for one and twenty years, shall cease, determine and be utterly void. Provided also, That from and immediately after such time or times, as the aforesaid C. D. E. F. and G. H. their Executors or Assigns, shall or might have lebyed and raised the said several sums for Portions, and present maintenance of such Daughtre and Daughters as aforesaid, that then the said Estate for years limited, to them in trust as aforesaid, shall cease, determine and be utterly void. And the said Mannor of B. and all and singular other the Premises, so to the said C. D. E. F. and G. H. limited for years, in trust as aforesaid, shall immediately go and be to such Person and Persons to whom the Reversion or Remainder of the Premises shall belong and appertain.

If A. B. die without Daughters, the limitation for years to cease.

After the Portions raised the Estate limited for years to cease.

The limitation to Wife, as to a 5th. part; to be altered upon her second Marriage.

Usual
Cove-
nants.

(18.) Prohibited always, and upon this further Condition, and to the further use, intent and purpose, That if the said A. B. happen to depart this life, leaving one Son or more of his Body, on the the Body of the said E. lawfully begotten: And the said E. do him survive, and do afterwards intermarry, or take another Husband; That then, from and immediately after such Marriage as aforesaid, As for and concerning one fifth part of the said Mannor of A. &c. (the whole in five parts being divided) before in and by these presents limited and appointed, or mentioned to be limited and appointed to and for the Joynture of the said E. the use and Estate thereof limited and appointed as aforesaid, to the said E. shall cease, determine and be utterly void; and that then and from thenceforth the said C. D. E. F. and G. H. and the Survivors and Survivor of them, his and their Heirs and Assigns, shall stand and be seized of the said fifth part of the said Mannor of A. &c. immediately from and after the said intermarriage, to the use and behoof of the said Son (or of the eldest Son, in case there be more) for and during the term of the natural life of the said E. Any thing herein before contained, to the contrary thereof in any wise notwithstanding. Here may be added a Covenant to alter the use to the Wife, in case of her suit for Dower: vide Sect. 13. in this Chapter, and also Covenants that A. B. is seized in fee, and hath authority to assure the Premises to the uses before, and to make further assurance: vide Chap. 14. and also a Power to A. B. to revoke all the uses, except what is limited to his wife: vide Cap. 11.

(19.) This

(19.) This Indenture, &c. Between A. B. on A Rent the one part, and C. D. and E. F. on the other settled part: Whereas a Marriage is by the grace of on the God, to be shortly had and solemnized, between intended the said A. B. and E. D. Daughter of the said C. D. Wife for Now witnesseth this present Indenture, that satisfaction for the absolute and perfect Joynture of her the said E. D. in case the said Marriage take effect, Dower. and for and in recompence, barr, and full satisfaction and discharge of all and singular the Dowry, or Title of Dowry, which the said E. D. shall or may have or lawfully claim, of, in, or to the Lands, Tenements or Hereditaments of the said A. B. he the said A. B. hath given, granted, enfeoffed and confirmed, and doth by these presents, give, grant, enfeoff and confirm unto the said C. D. and E. F. their Heirs and Assigns for ever. All that, &c. To have and to hold the said Messuage, Lands, Tenements and Premises, and every part and parcel thereof, with their and every of their Appurtenances, unto the said C. D. and E. F. their Heirs and Assigns for ever: To the uses, intents and purposes hereafter mentioned: that is to say, To the use, end and intent, that the said E. D. (in case the said Marriage take effect) may immediately, from and after the decease of the said A. B. if she happen to survive him, have, perceive and take out of the said Messuage, Lands, Tenements and Premises, for term of her natural life, One annual Rent, or yearly sum of One hundred pounds per annum, of good and lawful Money of England, at two days or feasts in the year: that is to say: At the feast of Th'annunciation of St. Mary the blessed Virgin, and the feast of St. Michael Th'archangel, by even and equal portions, the first payment thereof to begin at such of the said feasts, as shall next and immediately happen, from and after the decease of the said A. B. To have, perceive and enjoy the said Annuity, or yearly Rent of One hundred

Consideration.

The Feoffment,

The uses; to charge the same with a Rent.

hundred pound per annum, from and after the decease of the said A. B. unto the said E. and her Assigns, for and during the term of her natural life: the first payment thereof to begin as aforesaid.

Clause of Distress. (20.) And further, to this use, intent and purpose, That if it shall happen the said Annuity or yearly Rent of One hundred pounds per annum, or any part thereof, to be behind or unpaid, after either of the said Feast Days wherton the same ought to be paid as aforesaid, That then and from thenceforth, it shall and may be lawful to and for the said E. &c. [to enter and distrain as in a grant of a Rent] And as for touching and concerning all and every the said Messuage, Lands, Tenements and Premises, herein before mentioned, to be granted, enfeoffed and confirmed unto the said C. D. and E. F. and their Heirs: It is the true intent and meaning of all the Parties to these presents, That the said C. D. and E. F. and their Heirs, shall stand and be seized thereof, and of every part and parcel thereof, to the onely use and behoof of the said A. B. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever: nevertheless the said Premises, to be charged and chargable with the said Annuity or yearly Rent, as aforesaid.

The use of the Lands charged.

C H A P. XVII.

*Containing several Covenants used upon Vide
Marriages, and in Joyntures made.* Chap. 4.

Cove-
nants
upon
Settle-
ments.

(1.) **T**his Indenture made, &c. Between
A. B. of the one part, and C. D. of the
other part: Witnesseth, That it is Covenanted,
granted, concluded and agreed, by and between
the said Parties, in consideration of a Marri-
age to be had and solemnized, between C. B.
Son of the said A. B. and E. D. Daughter of
the said C. D. in manner and form following: Cove-
nant to
And first, the said C. D. doth for him, his Exe-
cutors and Administrators, Covenant and grant
to and with the said A. B. his Executors and
Administrators by these presents, That in case
the said Marriage take effect, he the said C. D.
his Executors or Administrators, shall and will
within one Month after the said Marriage had
and solemnized, pay, or cause to be paid unto
the said A. B. his Executors or Administrators,
as the marriage Portion of the said E. the sum
of five hundred pounds of lawful moneys of
England, at or in the now dwelling House of the
said A. B. situate in, &c. pay the
Portion,
after
Marri-
age.

To pay
a sum if
he refuse
the Mar-
riage.

(2.) And the said A. B. doth for himself, his Executors and Administrators, Covenant and grant to and with the said C. D. his Executors and Administrators, by these presents, That in case it shall fortune that the said C. B. his Son, shall refuse or disagree to the said Marriage, or that the said Marriage shall not take effect and be had and solemnized within three Months next ensuing the Date hereof, through the default, mislike, means or procurement of the said A. B. and C. B. or either of them, That then the said A. B. his Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said C. D. his Executors or Administrators, within six Months, next ensuing the Date hereof, the sum of One hundred pounds of lawful Monies of England, at one intire payment, to and for the use of the said E. D. in case she the said E. shall so long live, and for her advancement and preferment in Marriage, and as an augmentation of her Portion and libelphood.

To
main-
tain the
young
pair.

(3.) And the said A. B. for himself, his Executors and Administrators, doth Covenant and grant to and with the said C. D. his Executors and Administrators by these presents, That in case the said Marriage shall take effect, according to the true meaning of these presents, That then he the said A. B. his Executors or Administrators shall and will well and sufficiently maintain, provide for, find, keep and sustain the said C. B. and E. his wife, and all the Issue of their two Bodies begotten, from time to time, and at all times, immediately from and after the said Marriage between the said C. B. and E. so had and solemnized as aforesaid, during the natural life of him the said A. B. with sufficient and convenient Meat, Drink, Lodging and House-room, according to their quality and degree.

(4.) And

(4.) And further, that he the said A. B. shall To give
and will, either in the life time of the said A. B. or leave
or by his last Will and Testament, leave, give, by Will
devise, assure or pay, or cause to be well and 1000 l.
truly contented and payed unto the said C. B. or
to the said E. in case she shall surbive the said
C. B. and the said C. B. shall happen to die du-
ring the life of the said A. B. or to the Child or
Children between them to be begotten, in case the
said C. B. and E. shall both happen to die in the
life time of the said A. B. to be equally divided
between them, the sum of One thousand pounds
of lawful Mony of England, to be payed with-
in two years after the decease of the said
A. B. at the farthest, in case the same shall
not be payed or satisfied in his life time.

(5.) And that he the said A. B. shall and will To do
at any time or times, during the space of two further
years, next ensuing the Date hereof, upon rea= acts to
sonable request, and at the cost and chatges in ratifie
the Law, of the said C. D. his Executors or these
Administrators, make, do, seal, deliver and Cove-
nants.
duly execute, all and every such further Act and
Acts, Thing and Things, Deed or Deeds, As-
surance or Assurances whatsoever, as shall be
reasonably devised or required by the said C. D.
his Executors or Administrators, or his or their
Counsel learned in the Law, for the ratifying,
perfecting and sure making of the Covenants,
Grants, Payments and Agreements, before
in these presents expressed and declared, which
on the part and behalf of the said A. B.
his Executors or Administrators, are to be
kept, performed and accomplished, according to
the intent and true meaning of these pre-
sents. So that such Act or Acts, Thing or
Things, Deed or Deeds, Assurance or
Assurances, extend no farther, than to

the said A. B. his Executors or Administrators, or the Goods and Chattels of the said A. B.

In Witness.

A Cove-
nant for
to per-
mit the
Wife to
make a
Will.

(6.) And the said A. B. for himself, his Executors and Administrators, doth Covenant and grant to and with the said C. D. and E. F. [the Trustees on the Womans behalf] that if it fortune, the said E. (the intended Wife) after the said Marriage had and solemnized, to die and decease in the life time of the said A. B. That it then shall and may be lawful to and for the said E. at her free will and pleasure to make, publish and declare one Will and Testament in Writing under her Hand and Seal, and thereby to dispose, will, give and bequeath, to any her Children, Servants or Friends, for their preferment or advancement, any sum or sums whatsoever, (not exceeding in the whole the sum of Two hundred pounds) of the Goods and Chattels which the said E. shall be possesed of at the time of the said intended Marriage: and if it fortune the said Goods or Chattels, after Marriage had, to be sold, or otherwise disposed of by the said A. B. before such Will or Testament made by the said E. Then of so much of the Goods and Chattels of the said A. B. as shall amount to, or not exceed the said sum of Two hundred pounds, without any let, disturbance or contradiction of the said A. B. and in as large and ample a manner, as if the said E. were then a feme sole and unmarried.

(7.) And

(7.) And further that she the said E. shall ^{Another} ^{to the} ^{same} ^{purpose.} or may at any time during the Coverture between her and the said A. B. without any lett or disturbance of the said A. B. or of any other by his means, make and declare her Will and Testament, and thereby, or by any other Writing by her to be subscribed, in the presence of two or more credible Witnesses, give, bequeath, assign or appoint to any person or persons whatsoever, any sum or sums of money, so as the same exceed not in the whole the sum of Two Hundred pounds, of lawful moneys of England. And that if he the said A. B. do over-live the said E. That then (and not otherwise) he the said A. B. his Executors or Administrators, shall and will within Six Moneths after the decease of the said E. and after request to him or them to be made in that behalf, execute and perform, or cause to be executed and performed the same her Will and Testament, Gift, Bequest, Assignment or Appointment, to any value (not exceeding in the whole the said sum of Two Hundred pounds) according to the intent and true meaning of the said Will or Writing.

(8.) And the said A. B. for himself, his Executors and Administrators, doth Covenant and grant to and with the said C. D. and E. F. their Executors and Administrators by these presents, That in case the said E. shall survive the said A. B. and shall be minded to lett the Premises, before limited and appointed to her for her Joynture, to Farm for a yearly Rent, and shall make offer so to do, to the Executors or Administrators of the said A. B. or any of them, and that they shall upon such offer made, refuse to take the same to Farm, at the yearly Rent of Thirty pounds per annum, of lawful money of England, That then and in such case the said Premises shall be rated and valued, by Four substantial men of the same Parish, where the said Messuage and Lands are situate and do lye, ^{That if the Lands settled in Joynture fail of the value, the Executors of the Husband to make it up.}

whereof the said Executors or Administrators are to chuse Two, and the said E. the other Two, at a certain yearly value, according as other Lands of like quality and goodness are lett within the said Parish: And in case the said rate and value made and put upon the said Premises as aforesaid, shall not amount unto the said sum of Thirty pounds per annum, the said Executors or Administrators shall and will well and truly pay, or cause to be paid unto the said E. so much lawful money of England, yearly and every year, on the Feast Day of St. Michael the Archangel, as shall make up the said yearly value or Rate of Thirty pounds per annum, until such time as they can procure a good and sufficient Tenant to take the same, at the said Rate of Thirty pounds per annum, under such Covenants and Agreements, as other Lands are usually letten within the same Parish, and for the term of One and Twenty years or more, determinable upon the death of the said E.

To make
up what
shall be
evicted
of the
Lands
settled in
Joynture

(9.) And further. for and upon the Consideration aforesaid, he the said A. B. doth for him the said A. B. his Executors and Administrators, Covenant and grant to and with the said C. D. and E. F. and either of them, their and either of their Executors and Administrators, That if the said E. his now Wife, shall happen to survive and over-live him the said A. B. and shall at any time after the decease of the said A. B. be lawfully evicted or put out of or from the said Messuage, and other the Premises, limited to her as aforesaid for her Joynture, or any part or parcel thereof, That then the Executors or Administrators of the said A. B. shall well and truly pay or cause to be paid unto the said E. so much lawful money of England, for the said Premises, or part thereof, being so evicted from the said E. as aforesaid, as the same shall amount unto, at the Rate of Six years purchase, for and according to the yearly value of the same, within Three moneths after such eviction.

(10.) And

(10.) And the said A. B. for himself, his Ex= To pay
ecutors and Administrators, doth Covenant and back
grant to and with the said C. D. his Executors part of
and Administrators by these presents, That in the Por-
case the said E. shall happen to depart this life, tion, if
within Three years after the said Marriage had the Wife
and solemnized as aforesaid, without having any die, &c.
Issue of her Body, lawfully begotten by the said
A. B. then living, That then and in such case
the said A. B. his Executors or Administrators,
shall and will, for and in respect of the said sum of
five Hundred pounds, of lawful moneys of
England, by him received as aforesaid, as the
Marriage-Portion of the said E. repay and sa-
tisfie, or cause to be repayed and satisfied unto
the said C. D. the sum of Three Hundred pounds,
of lawful moneys of England, at one entire pay-
ment, within Six moneths next after the de-
cease of the said E.

C H A P. XVIII.

*Containing the General words, commonly
used for the passing of Mannors, Messu-
ages, Lands, &c.*

A Man-
nor.

(1.) **A** **L** that the Mannor of L. with
Ch'appurtenances, in the County of
M. And also all Messuages, Houses, Edifices,
Buildings, Barns, Stables, Out-houses,
Yards, Backsides, Orchards, Gardens, Lands,
Tenements, Meadows, Leasowes, Pastures,
Feedings, Waies, Wastes, Waste-grounds,
Commons, Commodities, Hays, Harishes,
Wood-grounds, Woods, Under-woods, Wa-
ters, Water-courses, Ponds, Pools, Liberties,
Fishings, Rents, Reversions, Services,
Fines, Amerciaments, Court-leets, Courts-
baron, Views of Frank-pledge, and profits of
Courts; and all that to Courts and Leets be-
longeth, Waifs, Estrays, Goods and Chattels
of Felons and fugitives, Customs, Rights,
Jurisdictions, Priviledges, Profits, Com-
modities, Advantages, Emoluments and He-
reditaments whatsoever, with Ch'appurtenan-
ces, of whatsoever kind, nature or quality, or
by whatsoever Name or Names they are called
or known by, situate, lying and being, com-
ing, renewing, arising or growing in L. aforesaid,
or elsewhere in the said County of M.
to the said Mannors, Messuages, Lands,
Tene-

Tenements, Meadows, Pastures, Feedings and other the Premises, or to every or any of them in any wise belonging or appertaining, or incident thereunto, or as part, parcel or member thereof, or at any time heretofore known, accepted, taken, used, demised or reputed, as part, parcel or member thereof, or of any part thereof.

(2.) All that the Mannor or Lordship of F. Another lying and being in the Parish of F. with the for a rights, members and appurtenances thereof, or Mannor. thereunto belonging in F. aforesaid, in the County of M. And all and singular Rents, Reverfions, Services, Courts and perquisites of Courts, views of Franch-pledge, Priviledges, Franchises, Jurisdications, Royalties, Liberties, Profits and Commodities, and Hereditaments whatsoever, to the said Mannor, and other the Premises belonging, or in any wise appertaining, situate and being, growing, arising and renewing, within the Parish of F. aforesaid, in the County of M. And all that Advowson, Donation, Nomination, Presenta- An Advowson. tion, free disposition and right of Patronage, of the Parish Church of F. aforesaid.

(3.) All that Messuage or Tenement, with A Messuage & appurtenances, commonly called or known by the Name of B. and all Out-houses, Barns, Lands. Stables, Buildings, Yards, Backsides, Orchards, Gardens, Curtilages and Appurtenances whatsoever, thereunto belonging, situate and being in the Parish of C. in the County of M. And also all and singular those several Closes, or parcels of Land, Meadow, Pasture and Trable, hereafter particularly mentioned: that is to say, One Close or parcel of Pasture Ground, called or known by the Name of D. Close, containing, by estimation, twenty Acres, or thereabouts, be the same more or less, &c. [and so the other Closes with their Names and contents of Acres, and also put down the abut-]

abutments of them, in case they be dispersed or intermingled with other Lands] All which said Closes, or parcels of Land do lie together, next unto the said Messuage or Tenement, and are belonging to, or have been usually letten or occupied together with the same, and are situate, lying and being in the Parish of C. aforesaid, and now are, or late were, in the tenure or occupation of G. H. his Assigns or under-Tenants: And all and singular Waies, Easements, Water-courses, Fishings, Ponds, Commons, Common of Pasture, Heath, Turbarie, Woods, Underwoods, Profits and Commodities whatsoever, with their and every of their Appurtenances, to the said Messuage, or Tenement and Premises belonging or appertaining, or reputed to belong thereunto, or used or letten together with the same.

A Messuage in London.

(4. All that Messuage or Tenement, with Th'appurtenances, situate and being in or near Fleetstreet, in the Parish of St. Dunstons in the West, London, commonly called or known by the sign of the Mermaid, now in the tenure or occupation of G. H. his Assigns or under-Tenants, Together with all and singular Shops, Cellars, Boilers, Chambers, Rooms, Entries, Waies, Passages, Yards, Backsides, Edifices, Buildings, Gutters, Water-courses, Easements, Profits, Commodities and Appurtenances whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith used, occupied or enjoyed, or accepted, reputed or taken, as part parcel or member thereof.

(5.) All that great Messuage or Inne, commonly called or known by the Name, or Sign of the George, situate and being in a Street called B. Street, in the Parish of C. London, together with all Cellars, Galleries, Rooms, Chambers, Stables, Haylofts, Waies, Passages, Courts, Yards, Lights, Windows, Water-courses, Racks, Planks, Hangers, and all other Appurtenances whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith used, occupied or enjoyed, or reputed or taken as part, parcel or member thereof, which said Messuage or Inne is now in the tenure or occupation of A. B. Inne-holder, his Assigns or Under-Tenants. An Inne.

(6.) All that his Messuage, or Tenement A Brew-and-Brewhouse, situate and being in a Street called B. Street, in the Parish of, &c. London, with all the Stables, Edifices, Buildings, Waies, Passages, Lights, Water-courses, Profits, Commodities and Appurtenances whatsoever, thereunto belonging, or therewith all now used, occupied or enjoyed: And also, All and singular those Vessels, Furnaces, Coppers, and other Utensils whatsoever, to the said Brewhouse belonging, and now used together with the same, being in a Schedule hereunto annexed, particularly mentioned.

A Water-grist Miln (7.) All that his Water-grist Miln and Milns (being two grist Milns under one Roof) commonly called or known by the name of B. Miln or Milns , with the Appurtenances , situate and being in the Parish of , &c. sometimes in the tenure or occupation of one A. B. and now or late in the tenure or occupation of C. D. or his Assigns or Under-Tenants, and all that parcel of ground, on part whereof the said Milns now stand, containing by estimation one Acre or thereabouts, be the same more or less. And also all that the **The Suit to the Milns.** Suit of and to the said Milns , as well customary as conventional, of all the Tenants of the Manor of S. in the said County, and all the Toll and Custom, for grinding of all the Corn and Grain of the said Tenants, and also all and singular Head-Wares and Miln-Ponds, and the soil thereof, to the said Miln or Milns belonging or appertaining. And all and singular Miln-Pools , Miln-Dams, Stanks , Banks , Ponds , Streams , Waters , Water-courses , Rivers , fishings , fishing places , weyes , Paths , Passages , Enclosures , Profits , Commodities , Advantages , Emoluments and Appurtenances , to the said Miln or Milns, and other the Premises , or any of them, or any part or parcel thereof belonging or appertaining , or with the same now or at any time heretofore used, occupied or enjoyed.

(8.) All that his Water-grist Mill, commonly called or known by the name of B. Mill, situate and being in the Parish of C. in the County of D. And all that parcel of ground, on part whereof the said Mill now standeth: And also all and singular Mill-Ponds, Mill-Dams, Banks, Streams, Water-courses, Weyes, Easements, Profits, Advantages, Commodities and Appurtenances whatsoever, to the said Mill and Premises belonging or appertaining, now in the tenure or occupation of A. B. his Heirs or Under-Tenants. Another.

(9.) All that the Prebend of B. in the County of C. with all and singular the Rights, Members and Appurtenances thereof: And also the Advowson, Gift, Presentation, Collation and right of Patronage of the said Prebend, which said Prebend one A. B. formerly had to him and his Heirs for ever, of the Gift and Grant of the late King James, and by mean Conveyances is since come unto the said C. B. And all and singular Messuages, Houses, Buildings, Lands, Tenements, Rents, Reversions, Services, Woods, Underwoods, Parsonages, Chappels, Advowsons, Gleab-Lands, Tithes, Oblations, Obventions, Pensions, Portions, Fruits, Profits, Commodities, Emoluments and Hereditaments whatsoever, with their Appurtenances, as well spiritual as temporal, of what nature or kind soever they shall be, or by whatsoever name or names they be called or known, set, lying and being, coming, growing or renewing in the Towns, Fields, Parishes or Hamlets of J. and S. in the said County of C. A Prebend.

A Re-
Story.

(10.) All that the Rectory or Parsonage of C. aforesaid, and all and singular Houses, Edifices, Buildings, Barns, Stables, Lands, Tene-ments, Wayes, Passages, Wastes, Commons, Tithes of Corn, Grain, Hay, Wool, Flax, Hemp, and all other Tithes whatsoever, as well great as small, Oblations, Obventions, fruits, Pro-fits, Rights, Franchises, Priviledges, Com-modities, Advantages, Emoluments and Heredi-taments whatsoever, with Th'appurtenances, of what nature, kind or quality sorder the same be, lying and be, or coming, growing, renewing or arising within the Hamlets or Fields of C. aforesaid, or any or either of them, to the said Rectory or Parsonage of C. belonging, or in any wise appertaining,

T H E

THE
Several FORMS
OF
INSTRUMENTS
Relating to the *AFFAIRS* of
MERCHANTS,
AND
TRADERS:

Very useful for *Scriveners* in *LONDON*,
And other Maritim Towns, and
Places of Trade.

The Particulars of which will appear in the
TABLE, next following.

By T. B. Esq;

LONDON,
Printed *Anno Domini* 1674.

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Genl. J. O. R. M. S.

1871

M. R. C. H. A. T.



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1871



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A a 2

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A a 3

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THE




THE
Several FORMS
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INSTRUMENTS
Relating to the Affairs of
MERCHANTS, &c.

CAP. I.

Containing the several Forms of Charter-Parties.

A Charter-Partie where the Ship is to apply to several Ports to discharge and relade.

1.  HIS Charter-Partie Indented made the, &c. Between A. B. Master of the good Ship called the Flower de-Luce of London, of the burthen of 200 Tuns, or thereabouts, now riding at Tides in the River of Thames, near London, on the one Part: And C. D. of London Merchant on the other Part: Witnesseth,

Ta 4

The
Grant to
freight
of the
Ship.

eth, That the said A. B. hath granted and letten the said Ship to freight, and the said C. D. hath hired the said Ship for a voyage, by Gods assistance, to be made with her as hereafter is expressed.

When
the Ship
shall be-
gin her
Voyage.

(2.) That is to say, the said A. B. for himself, his Executors and Administrators, both Covenant, grant and agree to and with the said C. D. his Executors and Administrators, by these presents, that the said Ship, with the first good wind and weather that God shall send, next after the 20th. day of, &c. next ensuing the date above written, shall set sail and depart from and out of the River of Thames aforesaid unto her said intended Voyage, and before her said departure shall receive and take into her, all such Goods and Merchandizes, which she may conveniently and safely stow and carrie in her (over and above her vidual tackle and apparel) as the said C. D. his Factors or Assigns shall think fit to lade into her: And by Gods assistance as wind and weather shall serve (the perils and dangers of the Sea excepted) shall

Her la-
ding.

The first
Port to
be appli-
ed to.

directly sail to and apply unto Nantz in Britannie, and there discharge and unlade the said goods and merchandizes out of her, and there also to receive, relade, and take in unto and aboard her all such other Goods and Merchandizes (as she may conveniently stow and carry as aforesaid) and as the said C. D. his Factors or Assigns shall appoint, and then sit to lade into her.

The se-
cond
Port ap-
plied to.

(3.) And then the said Ship, with the first good wind and weather, that God shall send (the dangers and hazards of the Sea excepted) shall directly sail and apply to the Island of St. Michaels within the Dominions of the King of Portugal, and shall there unlade and make a discharge of the said goods, and relade again, according to the direction and appointment of the said C. D. his Factors, or Assigns, and with such goods, wares, and merchandizes, as the said C. D. his Factors or Assigns, shall think fit to lade into her, not exceeding the proportion, that the said Ship
can

can safely stow and carrie, as aforesaid: And then the said Ship with the first good wind and weather, that God shall send (the perils and dangers of the Sea excepted) shall directly sail and apply unto the Island of Terceras and Fyall within the Dominions of, &c. and there unlade and make discharge of the said Goods and Merchandizes: And shall there relade and take into and aboard her again all such Goods and Merchandizes as are there usually laden, according to the Order and Direction of the said C.D. his Factors or Assigns, and which the said C. D. his Factors or Assigns shall think fit to relade or cause to be reladen aboard the said Ship, and which she may conveniently stow, and carrie in her as aforesaid over and above her vidual tachel and apparel.

The
third
Port ap-
plied to.

(4.) And then the said Ship so being laden at the Island of Terceras and Fyall, as aforesaid, as wind and weather shall serve, and the perils and dangers of the Sea excepted, shall with her said burden sail, return and come back to the Island of St. Michael aforesaid, and there unlade, and make a discharge of the said Goods and Merchandizes, and receive into and aboard her there such other Goods and Merchandizes, as the said Merchant his Factors or Assigns shall think fit, and please to lade into and aboard her, and are there accustomed to be laden, and which the said Ship can safely stow, and carry as aforesaid.

The
fourth
Port ap-
plied to.

(5.) And then the said Ship, with the first good wind and weather, that God shall afterwards send (the perils and dangers of the Sea excepted) shall directly sail and apply to Dartmouth, Plimouth, or the Isle of Wight, And the said Ship being arrived at one of the said places, he the said A. B. or such Person as shall be Master of the said Ship for the Time being, shall from thence send express notice in writing, or left to or for the said C.D. his Executors, Fa-

The
Ships re-
turn.
to be gi-
ven of
Ships ar-
rival.

ctors,

Notice
of the
next ap-
plicati-
on to be
made.

The
Ships
dis-
charge.

How
long the
Ship to
stay at
each
Port.

cross or Assigns, at or in the now dwelling house of the said C. D. situate in D. near Aldgate London: That the said Ship and Goods are safely arrived at one of the said last mentioned places, and at such place of arrival, the said Ship shall stay and abide the space of ten dayes for Answer and Direction, to be returned and given by him the said C. D. his Executors, Administrators, Factors or Assigns, for the sayling and applying of the said Ship unto Haverdegrace in France, or Amsterdam in Holland, or to the Port of the City of London, the charge of sending a Messenger, to give such intelligence as aforesaid, to be satisfied and payed by the said C. D. his Executors, Administrators or Assigns.

(6) And according to such Answer and appointment shall, with the first good Wind and weather that God shall send, the perils and dangers of the Sea excepted, directly sail and apply either to Haverdegrace, or Amsterdam, or the Port of London, which of the said places the said Ship shall be so ordered or appointed to sail and apply unto: And within ten dayes after the arrival of the said Ship, at the same Place so to be appointed, the said Ship shall make her right discharge of the said Merchants goods, and Merchandizes, and there to end and finish her said intended Voyage (the perils and dangers of the Sea excepted.)

(7.) And it is further agreed by and between the said Parties to these presents, that the said Ship shall carrie and abide at Nantz the Island of St. Michael, and Terceras and Fyal before mentioned, for her several discharges and relading at the said several Places as aforesaid the space of sixty Dayes in the whole; That is to say, at Nantz twenty Dayes, at the said Island of St. Michael, twenty Dayes, and at Terceras and Fyal aforesaid twenty Dayes. Within which several times before limited and expressed, the said C. D. for himself, his Executors and Administrators, doth covenant

to be made and granted to and with the said A. B. his Executors and Administrators, by these presents, to discharge and relade the said Ship in manner and form aforesaid at the several Places and charge, Ports, of Nantz, St. Michael, and Terceras and relate

(8.) And within the said space of ten Days within before limited after notice of the Arrival of the said Ship, as aforesaid, at Dartmouth, Plimouth, or the Isle of Wight, shall give order and direction to the said A. B. or the master of the said Ship, for the time being, whether the said Ship shall sail to Havre de Grace, Amsterdam, or to the Port of the City of London, to make her right discharge, and shall at such Place, to be appointed, discharge or relade the said Goods and Merchandizes of the said Ship, within twelve Days after the Arrival of the said Ship, at such appointed Place of discharge as aforesaid.

(9.) And that the said C. D. his Executors, Administrators, Factors or Assigns, shall and will well and truly pay, or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, Freight for the said Ship, after the Rate of four pound the Tun, of lawful Money of England, for every Tun of Goods and Merchandizes, that shall be unladen of and from the said Ship, at the several Ports and Places before mentioned, amounting three Cheats of Sugar to the Tun, &c. (and to put down the several proportions that is required a Tun at the several Places) and then add: and for other Goods and Merchandizes according to the usual Custom.

(10.) And that all such sum and sums of Money, that shall arise and grow due and payable for the freight and hire of the said Ship, as aforesaid, shall be satisfied and payed unto the said A. B. his Executors, Administrators or Assigns within six Days next after the discharge of the said Ship at Havre de Grace or Amsterdam aforesaid, which

which of them shall be appointed as aforesaid for the said Ship to make her discharge at, and the same Moneys also to be payed according to the Course of the Exchange at such Place to be appointed as aforesaid.

What to
be paid
for
freight,
if the
Ship do
not ful-
ly lade.

(11.) And it is agreed by and between the said Parties to these presents, that in case the said C. D. shall not fully lade the said Ship at the Ports, and places aforesaid, appointed for the Lading thereof or any of them; yet nevertheless, the said C. D. his Executors, Administrators, or Assigns shall well and truly pay, or cause to be payed unto the said A. B. his Executors, Administrators or Assigns, at and after the Rate of four pound the Tun, for so many Tuns, as the said Ship can or may conveniently stow and carry, in manner and form aforesaid together with average accustomed.

Port-
charges.

(12.) And it is agreed by and between the said Parties to these presents, That all Port-charges, that shall arise and grow due to be payed, for and in respect of the said Ship, in the said intended Voyage shall be satisfied and payed in manner and form following (viz.) $\frac{2}{3}$ Parts thereof by the said C. D. his Factors, or Assigns, and $\frac{1}{3}$ Part thereof by the said A. B. his Executors or Assigns.

To stay
over and
above
the Days
limited
at each
Port.

(13.) And it is agreed by and between the said Parties to these presents (notwithstanding any matter or thing herein before contained) that in case necessity shall require, it shall and may be lawful to and for the said C. D. his Factors or Assigns, or any of them, to keep the said Ship at Demorage at the several places and Ports aforesaid, of Nantz, St. Michael, Terceras and Fyal, the space and time of thirty Dayes, and no more, after the end and expiration of the said sixty Dayes, before limited, for the said Ship to stay at the said places and Ports: That is to say, viz. Ten Dayes at Nantz, ten Dayes at St. Michael, and ten Dayes at Terceras and Fyal before mentioned, for every Day of which Demorage over
and

and above the said sixty Dayes: the said C. D. his Factors and Assigns shall well and truly pay, or cause to be payed unto the said A. B. his Executors, Administrators, or Assigns the sum of three pound of lawful Monneys of England, and the said Monneys, that shall arise and grow due for demorage as aforesaid, shall be paid, &c. (here set down the Day when.)

How much to pay per Diem.

(14.) And it is moreover agreed by and between the said Parties to these presents, that the said C. D. his Factors, or Assigns shall well and truly pay, or cause to be payed, unto the said A. B. his Executors, or Assigns, or such as shall be Master of the said Ship for the time being, all such sum and sums of Money, as he or they shall have occasion for at the Island of St. Michael, and at Terceras and Fyal aforesaid, so that all the said sum and sums of Money, so to be payed, as aforesaid, exceed not in the whole the sum of, &c. which said sum and sums of Money so to be payed, are to be deducted upon the payment made for the freight of the said Ship in manner and form aforesaid.

The Master to have money paid him in the voyage, &c.

(15.) And it is agreed by and between the said Parties to these presents, that the said Master his Factors or Assigns, shall not lade or cause to be laden any Goods or Merchandises aboard the said Ship, for any other Merchant and Person whatsoever, except the said C. D. save only the quantity or proportion of five Tuns, which the said Master or his company may lade for their own use at the time of Lading the said Ship, at the several Ports aforesaid, without allowance for the same, if occasion shall require.

Not to lade any goods except the Merchants.

(16.) And the said A. B. for himself, his Executors and Administrators doth covenant and grant to and with the said C. D. his Executors Administrators, and Assigns by these presents: That the said Ship at the time of her departure from and out of the said River of Thames upon her said intended Voyage, shall be strong and sufficiently victualled, tacked, furnished and apparelled with masts,

That the Ship is strong and well apparelled, &c. and 20 men and a boy therein.

The men
and boy
to at-
tend the
Mer-
chant,
&c.

masts, sails, anchors, cables, ropes, cords, boat
and Oars, twelve pieces of Ordnance, guns,
gun-powder, shot, tackle, apparel, ammunition and
furniture, meet and needful for the said Ship and
Voyage, together with a Master, and twenty men
and one boy, which men and boy or so many of them
as shall be needful, shall be ready at all due and
convenient times with the said Ship-Boat, to
serve the said Master, his factors, or assigns, to and
from the land, during the said Voyage and to dis-
charge and relade the said Ship as occasion shall
serve.

The Par-
ties mu-
tually
bind
them-
selves in
a penal-
ty to
perform
the Co-
venants,

(17.) And to the performance of all and singu-
lar the Covenants, Grants, Articles, agree-
ments and other things herein before conveyed by
and on the part and behalf of the said A. B. his ex-
ecutors, or administrators to be done and performed
as aforesaid, the said A. B. binds himself, his ex-
ecutors, and administrators, and especially the said
Ship with her tackle, apparel and furniture, unto
the said C. D. his executors, administrators and
assigns in the penal sum of One thousand pound
of lawful Monies of England, by these presents
to be well and truly payed unto the said C. D. his
executors, administrators or assigns, upon the
Non-performance, or Non-observance of any of
the said Covenants and agreements, on his
part to be done and performed according to the in-
tent and true meaning of these presents.

The like for the other Partie, who is to bind
himself, his Executors and Administrators,
and his Goods and Chattels in the like pe-
nalty of One thousand pound to performe,
&c.

In witness, &c.

Another

Another, where the Ship is to take in her first Lading at several Ports.

(18.) **T**his Charter-Partie Indented of Freightment made the, &c. Between A. B. Citizen and Alderman of London, and E. F. Citizen and Draper of London, Owners of the good Ship called the P. of London, of the burthen of 140 Tuns, or thereabouts, riding at this present on the River of Thames, within the Port of London (whereof is Master under God for this Voyage T. W.) on the one Part, and C. D. of London Merchant, on the other Part; witnesseth, That the said A. B. and E. F. have granted and letten the said Ship to freight to the said C. D. and the said C. D. hath hired the said Ship for a Voyage to be made by Gods Grace in manner and form following: That is to say,

The grant to freight and hire of the Ship.

(19.) The said A. B. and E. F. for them, and either of them, their and either of their executors and administrators do covenant and grant by these presents to and with the said C. D. his executors and administrators, and either of them in manner and form following, that is to say, That the said Ship shall ride and tarry within the River of Thames, in the Port aforesaid, until the tenth day of, &c. next ensuing the Date hereof, and shall receive into her all such goods, wares, and Merchandizes, which it shall please the said C. D. his factors or assigns, there to charge and lade into and aboard her before the said tenth Day of, &c. and not to receive into the said Ship before her departure any of the goods or merchandizes of any other person or persons whatsoever (except the said C. D.) without the special consent and agreement of the said C. D. his Factors or Assigns, first thereunto had and obtained: except three Packs of Merchandizes freight-free of the said E. F.

To stay so long in the Roames before Lading.

To receive in Lading.

(20) That

The second place where the Ship is to receive more lading. (20.) That the said Ship with the first good Wind and Weather, that God shall send next after the said tenth day of, &c. shall depart and sail from the Port of the said City of London with the said received Goods of the said C. D. (the perils and dangers of the Sea excepted) unto Gore-End within the Realm of England, where she shall tarry and abide the space of twelve dayes next ensuing her first arrival there, at an anchor, there to receive into her freight free as much Corn as she can safely stow and carry, over and besides her Victual, Tackle, Apparel and Furniture, and over and besides the said Goods by her received at London, as aforesaid.

The place applied to for discharge and reloading. (21.) And moreover that the said Ship with the first good Wind and Weather, that God shall send, next after the end and expiration of the said twelve dayes shall directly sail (the dangers and perils of the Sea excepted) from Gore-End as aforesaid unto L. within the Realm of P. as near to the said Town, as she may safely arrive, to make her right discharge, where the said Ship shall tarry by the space of forty dayes next ensuing her first arrival there at an anchor, as well to discharge the said Goods received into her within the said Port of London, and at Gore-End, as aforesaid; as also to relade and recharge into her the said Ship 140 Tuns in the whole of such goods, wares, and merchandizes, as it shall please the said Merchant his factors or assigns there within the said forty Dayes to lade in and aboard the said Ship before her departure, and not there to receive any other goods of any other person or persons whatsoever, except what shall be laded as aforesaid; accompting so much to every Tun: and here see down how much of each particular shall be accompted to the Tun: if it may be.

(22.) Nevertheless it is agreed by and between the said Parties to these presents: And the said A. B. and E. F. for them, and either of them, their and either of their executors and administrators, do covenant

covenant and grant to and with the said C. D. his Executors and Assigns, by these presents: That if the said C. D. his factors or assigns cannot within the said forty Dayes lade the said Ship at L. as aforesaid, that then the said Ship shall there tarrie and abide the space of ten Dayes, next after the End and Expiration of the said forty Dayes.

More dayes given to lade in, if the other suffice not.

(22.) And that the said Ship being as is before mentioned, laden at L. aforesaid, shall with the first good Wind and Weather, that God shall send, next after the Expiration of the said abiding Dayes, or so soon as she shall be laden, direct-ly sail from thence (the dangers and perils of the Sea excepted) and apply to A. or London, or such of the said places, where it shall please the said Merchant his Factors or Assigns, that the said Ship shall make her discharge.

The discharge of the Ship.

(23.) And the said C. D. for himself his Executors, Administrators, Factors and Assigns, and for every of them, doth Covenant and Grant by these presents to and with the said A. B. and E. F. and either of them, their and either of their Executors, Administrators and Assigns, that he the said C. D. his Executors, or Assigns, shall and will within the said Ports of London, and Gore-End charge and lade the said Ship, within the Times before limited and appointed for the same, and shall and will discharge and relade the said Ship at L. aforesaid, within the Kingdom of P. within the Times before limited and appointed for the same: And shall and will discharge and unlade the said Ship at London, or A. aforesaid, within the Time and Space of, &c. Dayes.

To charge and discharge the Ship within Time limited.

(24.) And also that he the said Merchant, his Factors, or Assigns shall and will within the said abiding Dayes, at L. aforesaid, and so soon as the said Ship shall be there as is aforesaid laden, give notice unto the said Master, or his Assigns, where the said Ship shall make her right Discharge, that is to say, whether at A. or at London aforesaid.

To give notice where to discharge.

Payment
for
freight
of the
Ship.

(25.) And that the said C. D. his Factors or Assigns shall well and truly pay, or cause to be payed unto the said A. B. and E. F. or one of them, their or one of their Executors or Assigns for every Tun of the said Ships lading, that shall be discharged at L. aforesaid, the sum of, &c. of lawful Moneys of England, and for every Tun that shall be discharged or unladen out of the said Ship at A. or London aforesaid, the sum of, &c. of like Moneys: which said Moneys shall be payed in manner and form following: That is to say, The one Moiety thereof within ten Dayes next after the said Discharge of the said Ship at A. or London as aforesaid: And the remaining Moiety thereof within one Month next after the End and Expiration of the said ten Dayes, together with Petie-loadmenage, Primage, and Berage, wont and accustomed.

Payment
for de-
morage.

(26.) And that the said C. D. his Factors or Assigns, shall and will for every Day, that the said Ship shall tarry and abide at L. aforesaid, over and above the said forty Dayes, truly pay or cause to be payed to the said A. B. and E. F. or one of them, their or one of their Executors, Administrators or Assigns, the sum of, &c. of lawful Moneys of England, at the Day and Time, when the last Moneys payable for the freight of the said Ship is to be payd by the true intent and meaning of these presents.

That the
Ship
shall be
able to
receive
into her
140 Tun
and be
well fur-
nished,
&c.

(27.) And the said A. B. and E. F. do covenant grant and warrant by these presents, to and with the said Merchant, that the said Ship shall be able to receive into her under-hatches at L. aforesaid, over and besides her Victual, Tackle and Apparel, the said quantity of 140 Tuns, and that the said Ship is and shall be strong and stanch, and well and sufficiently victualled, tackelled, apparelled and furnished, with Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cordes, Gun-shot, Gun-powder, Artillerie, Tackle, Apparel, Boat and Furniture, meet and convenient for
such

such a Ship, and for such a Voyage, together with an able Master, twenty six able men and a boy, which men and boy (or so many of them as shall be useful) shall be ready at all times convenient, during the said Voyage, with the cock, or boat of the said Ship, to serve the said Master, his Factors or Assigns to and from the Land.

Here add their mutual obligation to perform the Covenants: vide Devant. pla. Sect. 17.

Another, where the Ship is let for twelve Months, and the hire to be at a certain Sum by the Month.

(28.) **I**n the Name of God, Amen: This Charter-Partie Indented of Freightment, made the, &c. Between A.B. and E. F. of, &c. Part-Owners of the good Ship called the D. of London, of the burthen of 200 Tuns or thereabouts, now riding at Anchor, in the River of Thames, within the Port of the City of London, of which Ship the said E. F. is Master under God, on the one Part, and C.D. of London Merchant on the other Part.

(29.) Witness that the said A.B. and E. F. have granted and letten to freight, and by these presents, do grant and let unto freight the said Ship unto the said C.D. by the Month, for and during the space of twelve Months to begin, and to be accounted from the departure of the said Ship from Graves-End, outward bound upon her present intended Voyage, at and for the Rate and Price of, &c. of lawful Moneys of England by the Month, and for such and so long time after

Part-owners.

The ship let to freight by the Month.

the Expiration of the said twelve Months (not exceeding six Months more) as it shall please the said C. D. his Factors or Assigns, to keep the said Ship in his service and employment, at and for the Rate of the like sum of, &c. per Month, and so and after the same Rate and Price for a lesser Time than a Month, accompting the Months as they shall fall out in the Calendar: And that the said Master hath accordingly hired and taken the said Ship by the Month, after the Rate and Price aforesaid, for a Voyage by Gods Assistance to be made with her, as is hereafter mentioned.

The ship (30.) That is to say the said A. B. and E. F. for themselves, their Executors, and Administrators to be ready to begin the Voyage by a time certain. do jointly and severally covenant and agree to and with the said C. D. his Executors, Administrators and Assigns, by these presents, that the said Ship upon or before the twentieth Day of, &c. next ensuing the Date hereof (Wind and Weather permitting) shall be ready to set sail and depart, from Graves-End aforesaid, upon her said intended Voyage, and as Wind and Weather shall permit (the perils and dangers of the Sea excepted) shall directly sail and apply unto the Streights of G. where the said Ship may safely arrive, and lawfully trade, not exceeding the Latitude of thirty Degrees, and further to the South, as the said Merchant his Factors or Assigns shall direct and appoint: and that the said Ship (the perils and dangers of the Sea excepted) shall end her said Voyage in the Port of London.

The Voyage.
To take in the Merchants goods. (31.) And further that the said Ship before her departure from hence, and during the time that she shall be in the said service and employment of the said C. D. his Factors, or Assigns, by virtue hereof shall lade, receive and take into her, and also discharge and unlade out of her, all such Goods, Merchandizes and Lading, which she may conveniently stow and carry in her, over and above

above her Victual, Tackle and Apparel, as the said Merchant, his Factors or Assigns shall think to lade into and aboard her, and to discharge and unlade out of her.

(31.) And the said C.D. for himself, his Executors and Administrators, doth covenant and grant, to and with the said A.B. and E.F. and either of them, their and either of their Executors, Administrators and Assigns by these presents, That he the said Merchant his Factors or Assigns, shall and will permit and suffer the said Ship with her Ordnance, Tackle and Apparel, to be safely returned into the River of Thames, from the said Voyage, and to be there discharged from and out of her said intended employment at the Expiration of eighteen Months (at the farthest) to be accounted from the Time of the said Ships entrance into Monthly Pay, as aforesaid (the perils and dangers of the Sea, and necessary Use and Wearing of her Tackle, Apparel and Furniture in the mean Time only excepted.)

That the Ship shall finish her Voyage in eighteen Months.

(32.) And further that the said C.D. his Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be payed unto the said A.B. and E.F. or one of them, their or one of their Executors, Administrators or Assigns, in London, freight for the said Ship, for the said intended Voyage, at and after the aforesaid Rate of, &c. of lawful Moneys of England, Monthly (to be accounted as aforesaid by the Kalender) for every Month, that the said Ship shall remain and be in the service and employment of the said Merchant, his Factors or Assigns by vertue of these presents, and after the same Rate for a shorter Time then a Month: That is to say, from the Time of the said Ships Entrance into her monthly Pay, as aforesaid, until she shall return into the said River of Thames from her said intended Voyage, and be there discharged from and out of her said employment.

The payment of the freight.

(33.) And that all the Moneys, which at and

The manner of payment for the freight and hire of the Ship.

after the Rate aforesaid shall arise and grow due to be payed for the freight of the said Ship for her said intended Voyage shall be well and truly payed to the said A.B. and E.F. or one of them, their or one of their Executors, Administrators or Assigns in London, in manner and form following, that is to say, the one $\frac{1}{2}$ or Moety thereof, within ten Dayes, next after the return and discharge of the said Ship, in the said River of Thames; and the other Moety or half Part thereof within three Months, next following from and after the Determination and Expiration of the said ten Dayes: together with Berage, Primage, and Pettie-loadmenage accustomed.

Other Provision touching the payment.

(34.) Nevertheless it is concluded and fully agreed upon, by and between the said Parties to these presents: That in case the said Ship shall be out upon her said intended Voyage the space or time of six Months, to be accompyed by the Kalendar, as aforesaid: And at the end of the said six Months, shall be well and in safety in the service of the said C.D. his Factors or Assigns: That then the said Merchant, his Factors or Assigns, shall within three Months next after the Expiration of the said six Months (true and certain Notice or Certificate of such the well being of the said Ship, at the end of the said six Months being in the mean time given or let to and for the said C.D. his Executors or Assigns at his now dwelling house in, &c.) well and truly pay or cause to be payed unto the said A.B. and E.F. or one of them, their or one of their Executors, Administrators or Assigns, so much for freight as at and after the Rate aforesaid, shall be due for the said Ship for six Months service: And further that if the said Ship shall be out upon the said Voyage, the space or time of twelve Months to be accompyed as aforesaid, and at the end of the said twelve Months, shall be well and in safety in the service of the said Merchant, his Factors or Assigns:

signs : That then the said C. D. his Executors, Administrators or Assigns shall within two Months, next after the end and expiration of the said twelve Months (true and certain notice and certificate of such the well being of the said Ship, at the end of the said twelve Months, being in the mean time given or left in manner and form aforesaid, to and for the said C. D. his Executors, Administrators or Assigns) well and truly pay or cause to be payed unto the said A. B. and E. F. or one of them, their or one of their Executors, Administrators or Assigns, in London over and above the said first six Months freight, so much for freight as at and after the Rate aforesaid, shall be due for six Months more.

(35.) And it is further agreed by and betwixt the said Parties to these presents, That in case the said Ship shall be returned within the River of Thames from the said Voyage, and be there discharged of and out of her said intended employment, before the Expiration of twelve Months to be accompted, as aforesaid, yet nevertheless the said C. D. his Executors, Administrators or Assigns, shall pay and allow unto the said A. B. and E. F. or one of them, their or one of their Executors, Administrators or Assigns for the said Ship after the Rate aforesaid, for the full time of twelve Months to be accompted, as aforesaid, any thing herein before conteyned to the contrary thereof in any wise notwithstanding.

What Payment in case the Ship return within twelve Months.

(36.) And the said C. D. for himself his Executors, and Administrators, with covenant and grant to and with the said A. B. and E. F. and either of them, their and either of their Executors and Administrators, by these presents, That he the said C. D. his Executors, or Administrators, shall furnish and deliver during the said Voyage unto the Master of the said Ship, for the time being, all such Moneys, as he shall have occasion to use for buying of Provisions, and other necessaries, and for payment of mens Wages not in the whole

Allowance to the Master during the Voyage.

exceeding the sum of, &c. Sterling: which said Money shall be deducted and allowed from time to time out of the freight or hire for the said Ship, that shall respectively grow or become due for the said Ship by vertue of these presents.

That the ship shall be strong and well furnished.

(37.) And the said A. B. and E. F. for them, their Executors, and Administrators, do jointly and severally covenant and grant to and with the said C. D. his Executors, Administrators and Assigns by these presents: That the said Ship at the time of her departure from Graves-End aforesaid, shall be strong and stanch and well and sufficiently victualled, tackelled, furnished and apparelled, with Masts, Sails, Sail-yards, Inchoys, Cables, Ropes, Boat, Boat-oars, 25 Pieces of Ordnance, Guns, Gun-powder, Shot, Tackle, Apparel and Furniture, meet and needful for the said Ship and Voyage, together with a Master, One Hundred and forty Men and a Boy, which Men and Boy, or so many of them as shall be requisite, shall be ready at all Time and Times, with the Boat of the said Ship to serve and carry the said Merchant, his Factors and Assigns, and Goods and Merchandizes of the said Master, according to Custom to and from the Land, during the said Voyage.

Men and Boy to assist the Merchant.

Port-charges how born.

(38.) And it is further agreed, by and between the said Parties to these presents, That all such Port-charges, as shall arise and grow due to be payed during the said Voyage, and all such Stercingree, as during the said Voyage shall be used in and about the said Ship, shall be payed, born and sustained in manner and form following: That is to say, the one Moiety or half Part thereof by the said Merchant, his Executors, Administrators or Assigns, and the other half Part thereof by the said Part-owners, their Executors and Assigns.

Both to bind themselves to perform the Covenants on each Part to be performed.
Vid. Sect. 17.

Another

*Another between Part-owners of a Ship,
whereby the Sharers of one Moyety,
letteth to freight their Part to the
Sharers of the other Moyety.*

(39.) **T**his Charter-Partie Indented of
affreightment made the, &c. Be-
tween A. B. and C. D. of London Merchants,
Part-owners: That is to say, Owners of the
one Moyety, or half Part of a good Ship called
the R. of London, of the burthen of 300 Tuns,
with the like Moyety of all the Masts, Sails,
Tackle, Apparel, Furniture, Ordinance and Ap-
purtenances thereunto belonging, now riding at
Anchour, in the River of Thames, within the Port
of London, whereof the said C. D. is Master un-
der God, of the one Part: And E. F. and G. H. of
London Merchants, Owners of the other Moye-
ty and Residue of the said Ship, with the Masts,
Sails, Tackle, Ordinance, Furniture and Ap-
parel thereunto belonging, on the other Part.

(40.) Witnesseth that the said A. B. and C. D. The les-
have granted and letten to freight, and by these ring to
presents do grant, and let to freight, All that their freight
said Part and Moyety of the said Ship, and the Ship.
Premises, unto the said E. F. and G. H. for a Voy-
age with her to be made, by Gods Grace, in man-
ner and form following.

(41.) That is to say, That the said A. B. and C. D. for them, their Executors, Administrators,
and Assigns, do hereby covenant and grant, to The first
and with the said E. F. and G. H. for them, and ei- Voyage
ther of them, their and either of their Executors to un-
and Administrators, by these presents: That the lade
said Ship being already laden, shall, with the first Part.
good Wind and Weather that God shall send next
after the Date hereof, by Gods grace (the perils
and dangers of the Sea excepted) directly sail
from

The second place of application, to unlade and relade.

from the said River of Thames, and apply unto the Port of Ligorn in Italy, under the Dominion of the Duke of Florence, and there shall discharge such Goods and Merchandises, as shall be appointed there to be unladen by the said E. F. and G. H. or one of them, their or one of their Factors or Assigns, And from thence shall sail and take her direct course, as Wind and Weather shall serve with as much speed as may be (the perils and dangers of the Sea excepted) unto the Island of I. in Grecia, under the Government of the Seigniorie of Venice, and there shall stay and abide, by the space of forty Working Dayes, next after her first Arrival there, to unlade such Goods and Merchandises, as is or shall be there appointed as aforesaid to be unladen, and within the said time, shall relade such Goods, Wares, and Merchandises as the said E. F. and G. H. or either of them, their or either of their Factors or Assigns, shall think fit to charge and relade, aboard and into the said Ship, that is to say, so much as the said Ship, can conveniently stow and carry, over and above her Victual, Tackle, Ammunition, Apparel and Furniture.

Her return, for her last discharge.

(42.) And that the said Ship with her said burthen, shall with the first Good Wind and Weather, that God shall send after the Expiration of the said forty Dayes (the perils and dangers of the Sea excepted) sayl and come from the said Island of I. unto the City of London, or as near thereunto, as she conveniently may, for her right discharge.

Payment for the freight and hire.

(43.) And the said E. F. and G. H. for themselves, and either of them, their and either of their Executors and Administrators do covenant, and grant to and with the said A. B. and C. D. and either of them, their and either of their Executors, Administrators and Assigns, by these presents: That they the said E. F. and G. H. or one of them, their or one of their Executors, Administrators or Assigns shall and will truly pay, or cause to be pay-

ed to the said A.B. and C.D. or one of them, their or one of their Executors or Administrators, within the City of London, for every Tun of such Wares and Merchandizes as shall be laden and unladen in the said Ship, during the said Voyage, the sum of, &c. [accompting so much to the Tun, &c.] for the Part and Interest of the said A.B. and C.D. in the said Ship, and for and in respect of the freight and hire of their Part of the said Ship; which said Money is to be payed in manner and form following: That is to say, one third Part thereof upon the right discharge of the said Ship; and one other third Part thereof within the space of six Weeks, then next following and the other remaining third Part thereof within the space of three Months next ensuing after the end and determination of the said six Weeks.

(44.) And the said A.B. and C.D. for them, and either of them, their and either of their Executors and Administrators, do covenant and grant to and with the said E.F. and G.H. their Executors and Administrators by these presents; That the said Ship for their Part shall be strong and staunch and well and sufficiently tacked and apparelled with sayls, sayl-yards, anchors, cables, ropes, Gun-shot, Artillerie, Gun-powder, and all other Instruments, Tackle and Apparel, needful and necessary for such a Ship, and for such a Voyage, together with an able Master, fifty six Men and a Boy, and a Cock-boat; which Men and Boy shall be alwaies ready at all due times with the said Cock-boat of the said Ship to serve the said E.F. and G.H. or one of them, their or one of their Factors or Assigns, to and from the land during the said Voyage, and to discharge and relade the said Ship as occasion shall serve.

That the Ship shall be strong and well furnished.

(45.) And to the Performace of all and every Covenants, Grants, Articles and Agreements on the Parts and behalfs of every of the said Parties, truly to be holden, performed and kept in

Mutual Obligations to perform Covenants.

all

all things as is aforesaid, the said Parties to these presents do bind themselves one to another: That is to say, the said A. B. and C. D. do by these presents bind themselves, and either of them, and their several Executors and Administrators, and goods, and their Part and Interest in the said Ship, with the Furniture thereof to the said E. F. and G. H. and to their Executors and Administrators. And the said E. F. and G. H. do in like manner bind themselves, and either of them, their and either of their Executors, Administrators and Assigns, and all their Goods, and their Interest in the said Ship to the said A. B. and C. D. their Executors and Administrators in the sum or penalty of One thousand Pound of lawful Monies of England, by the Party or Parties infringing the said Covenants, or any of them, to the other Party or Parties observing truly to be paid by vertue of these presents.

In witness

*Another between the Owners of a Ship,
and a Merchant, for the Lading
thereof with Salt, and discharging
the same in Ireland.*

(45.) **T**his Charter-Partie Indented made the, &c. Between A. B. and C. D. of London, Grossers, Owners of the good Ship called the D. of London, of the burthen of eighty Tuns, or thereabouts, whereof is Master for the present Wopage I. N. on the one Part: And E. F. of Dublin in Ireland Merchant, on the other Part: Witnesseth, that it is covenanted, concluded, and agreed, by and between the

the said Parties, in manner and form following.

(47.) That is to say, the said A.B. and C.D. The
for them, their Administrators and Assigns, and voyage
for every of them, do covenant and grant to and to lade
with the said E.F. his Executors, Administra- the ship.
tors and Assigns, and either of them, by these pre-
sents, That the said Ship within the space of
eight Dayes now next ensuing, or so soon after as
Wind and Weather will permit, shall at the
charge and adventure of the said Owners, de-
part from and out of the Port of London afore-
said, where she now rideth at Anchor, and
from thence shall keep direct course, and shall sail,
as Wind and Weather will permit [the perils and
dangers of the Sea excepted] towards some of
the Bayes for Salt within the Kingdoms or
Territories of France, Spain or Portugal. And
that the said A.B. and C.D. their Factors or A-
gents, at their or some of their costs and charges
shall there with all convenient expedition, fully
freight and lade, or cause to be laden the said
Ship, with good and merchandisable Salt.

(47.) And shall then immediately, as Wind To sail
and Weather shall serve, at their like Adventure with the
and Hazard, as aforesaid, depart from the Ships la-
said place of Lading with the said Ship, and ding to
her burthen, towards the Port of Dublin in Dublin.
Ireland, and that for the attaining to the said
Port of Dublin, the said Master and his
Mariners, with all good Endeavour, ac-
cording to their Knowledge and Understand-
ing, shall set and apply their course without
any fraud or cobin.

(48.) And that, so soon as the said Ship To give
shall have finished her said appointed Worage, notice
and shall arrive in safety with her said Lading of her
in the Port of Dublin aforesaid, that then in arrival.
the said Port the said Ship shall ride at An-
chor, in the Common Place of Anchorage there
called the Pool of Clumm-Turf, and that then
within

within one Day next after the said arrival there the said Master or Owners, or one of them, or some of their Factors, Agents or Messengers shall signify and give notice of the said Arrival of the said Ship, unto the said E. F. his Executors, Administrators, Factors or Assigns, at the now dwelling house of the said E. F. in Dublin aforesaid; and then and there shall be ready to deliver all the Salt laden into the said Ship, which shall be seventy Tuns at the least, after the Rate of four Burden Hogheads to every Tun, in measuring to be once shaken, and then being full to be stricken off: And then and there the said Owners, Factors or Assigns shall, in form aforesaid, deliver the said Salt into the Port of Dublin aforesaid, to be brought in the said Ship unto the said E. F. his Executors or Assigns, or and from aboard the said Ship into their Lyster or Lysters to be brought and layd close aboard the said Ship, the said Salt, being cleared and freed of and from all and all manner of former charges of what kind or sort soever.

To deliver the salt clear from former charges.

(49.) And the said E. F. for himself, his Executors, Administrators and Assigns doth covenant and grant to and with the said A. B. and C. D. their Executors, Administrators and Assigns, by these presents that upon notice given unto the said E. F. his Executors, Administrators, or Assigns, of the said Arrival of the said Ship in the said Port of Dublin, he the said E. F. his Executors, Administrators, Factors, or Assigns, shall and will be ready to take and receive her said Lading of Salt in manner and form aforesaid, with all reasonable and convenient expedition. And within ten Dayes after the receipt thereof, shall at the dwelling house of, &c. pay and content, or upon good and true account according to the intent and true meaning of these presents allow to the said Owners, their Factors or Assigns, the sum of ten shillings of lawful Moneys of England, for every Hoghead of the said Salt,

to be delivered to the said E. F. his Executors, Factors or Assigns, as aforesaid.

(50.) And the said E. F. in Part of Payment for the said Salt hath at the enfealing and delivery of these presents, before hand contracted and payed, unto the said Owners of the said Ship, One hundred pound of lawful Monies of England, so to be reckoned, accounted and defalked at the time of the Delivery of the said Salt: which said sum of One hundred Pound, they the said Owners do acknowledge, by these presents: That they have had and received accordingly, and thereof and of every Part thereof, do clearly acquit and discharge the said E. F. his Executors, Administrators, Factors and Assigns, and every of them by these presents. And do hereby Covenant and grant, to and with the said E. F. That in case the said Ship, or Goods should fortune to miscarry in the said Voyage, That then they will repay back again unto the said E. F. his Executors, Administrators or Assigns the said sum of One hundred Pound on, &c.

Part of the hire before hand payed.
Covenant to repay if Ship miscarry.

In witness.

C A P.

CAP. II.

*Conteyning the several forms of Bills,
of Credit, of Adventure, of Bot-
tombrie; Assurance of Goods; and
Letters of Licence and Composition
from Creditors to Debtors.*

A Bill of Credit.

A. B.
binds
him-
self to
pay
what C.
D. shall
intrust
E. F.
with.

(1.) **T**his Present Writing witnesseth: That I A. B. of London Alderman, do undertake to and with C. D. of the City of Y. Merchant, his Executors and Administrators: That if he deliver to E. F. of, &c. or to his Assigns, to his use, any sum or sums of Money, not exceeding in the whole the sum of Three hundred Pound of lawful Monies of England: And shall take a Bill under the hand and seal of the said E. F. for the same, acknowledging, testifying and shewing the certainty thereof: That then I the said A. B. my Executors or Administrators, having the said Bill delivered to me or them, shall presently upon receipt of the said Bill pay or cause to be payed to the said C. D. his Executors or Assigns, all such sum or sums of Money (not exceeding the said sum of Three hundred Pound) as shall be contained in the said Bill: to which payment well and truly to be made, I bind my self, mine Executors, and Administrators, firmly by these presents: In witness whereof I have hereunto set my hand and seal the Day of, &c.

A Bill of Adventure for a Bale of Cloath.

(2.) **T**hall, &c. I A.B. of London Merchant Recital
do send greeting: Whereas I the said of the
A.B. did about two Months since consign to C.D. consign-
Merchant in Ligorn in Italy three Bales of Suf- ment of
folk Cloath of the Number 1.2.3. which Bales the
were all layed on board the Ship called the Roy- Cloath.
al Exchange of London of the burthen of Three
hundred Tuns, or thereabouts; whereof W.T.
is Master under God, for the accompt of me the
said A.B.

(3.) Now know ye, that I the said A.B. do Ac-
hereby confess, acknowledg and declare, that one know-
of the said Bales of Cloath, that is to say, that ledg-
which is marked with the Figure 3. doth proper- ment
ly belong unto E.F. of, &c. the Adventure where- that the
of, the said E.F. is to bear out and home. adven-
t. re. of

(4.) And I the said A.B. do hereby for me, Part be-
mine Executors, and Administrators, covenant longs to
and grant to and with the said E.F. his Executors, E.F.
Administrators and Assigns, as well to make
and give to him, them, or any of them, a true
and just Accompt of the Sale and Proceed of the
said Bale of Cloath: number 3. but also to pay
to him or them, all such Money, Goods and Be-
nefit, as by the foot of any such Accompt, shall
appear to be due and coming unto him, or them, for
or in respect of the said Bale of Cloath.

To
make a
true ac-
compt of
the pro-
ceed,

In witne's, &c.

c c

Another

Another for Money in a Voyage to the East-Indies.

- The intended Voyage.** (5.) **T** Dall, &c. I A.B. of London, &c. do send greeting: whereas I the said A.B. do intend by Gods Grace to make a Voyage unto the East-Indies in the good Ship called the Pearl of London, being now thither bound, whereof is Master under God C.D. And whereas E.F. of, &c. the day of the date hereof hath payed and delivered unto me the said A.B. the sum of fifty pound of lawful Monies of England, whereof I do hereby acknowledge the Receipt, the Adventure of which said fifty pound, the said E.F. is content and agreed to bear and stand to out and home.
- The Money adventurous.** (6.) Now know ye, that I the said A.B. do covenant and grant, for me, mine Executors, and Administrators to and with the said E.F. his Executors, Administrators and Assigns, by these presents; That I the said A.B. my Executors Administrators or Assigns, shall and will dispose, convert and imploy, the said fifty pound to and for the best and most benefit and advantage of the said E.F. his Executors, Administrators or Assigns, according to the best of my skill and knowledge in the said Voyage.
- To imploy it to the best advantage.** (7.) And also that I the said A.B. mine Executors, Administrators or Assigns, within thirty Dayes, after my return from the said Voyage, or the Arrivall and Discharge of the said Ship, within the Port of London, which shall first happen, shall not only give and deliver unto the said E.F. his Executors Administrators or Assigns, a just and true account of the Disposition, and Management of the said Adventure; but also truly pay and deliver, or cause to be payed and delivered unto the said E.F. his Executors, Administrators or Assigns, all such Money and Proceed, as shall be
- To make accompt and pay the profit of the adventure.**

by the foot of the said accompt, appear to be due and coming to him the said A. B. his Executors, Administrators, or Assigns.

In witness, &c.

Another upon a Man of War.

(8.) I Do all, &c. I A. B. Owner of a fourth Owner Part of the good Ship called the Mermaid of Pool of the burthen or Portage of One fourth hundred Tuns or thereabouts, and also of a fourth Part of all the Tackle, Apparel, Ammunition, Furniture and Artillery to the said Ship belonging, and also of the one fourth Part of the Victual and Provision to and for her now provided and appertaining, do send greeting.

That the Ship is outward bound for a man of War.

(9.) Whereas the said Ship called the Mermaid is now outward bound, for a Man of War, by way of Repisal, under the conduct, command and guidance of W. B. Captain thereof. And whereas C. D. E. F. and G. H. of, &c. have paid and delivered unto me the said A. B. forty pound Sterling, to be adventured upon gain and loss, upon the said fourth Part of the said Ship, Furniture and Victual, in her next Voyage to Sea.

The adventure.

(10.) Now know ye, that I the said A. B. for me, mine Executors and Administrators do covenant and grant, to and with the said C. D. E. F. and G. H. and every of them, their and every of their Executors, Administrators and Assigns, by these presents: That I the said A. B. mine Executors and Administrators, shall and will from Time to Time hereafter, not only come to a true and just accompt, with them the said C. D. E. F. and G. H. or one of them, their or one of their Executors or Administrators, for all such benefit, advantage,

That adventures shall have a due proportion.

gain and increase, as shall from time to time be made, or come, of, for, or in respect of the said forty pound, so adventured, as aforesaid, but also, from time to time to satisfy and pay unto the said C. D. E. F. and G. H. their Executors or Assigns, or to one or more of them, in the behalf of the rest, such Shares, parts, and proportions, as shall be made, or grown of and for the said Ship, Furniture and Victual, as also of all prizes by her to be taken, rateable and proportionable, according to the gradual rate of a greater, or lesser sum, or Share, that shall be had or received, by any other Owner, or Part-owner. or Adventurer, in or of the said Ship, Furniture and Victual.

In witness, &c.

Another upon a Man of War, and several other Ships taken into consortment with her.

Recital
of the
intended
voyage.

Of the
adventure.

(11.) **T**O all, &c. Whereas I the said A. B. have prepared, victualled and fitted to sail for a Voyage to the East-Indies, as a Man of War, in case of Reprizal, a good Ship called the Mary of London, and certain other Ships by me, after to be taken into consortment with her, by and under the power and vertue of a certain Commission to me made and granted by and from, &c. constituting and appointing me Admiral and General of the said Fleet, and for and towards the furnishing, fitting, victualling, arming and setting forth to Sea of the said Ships, I the said A. B. before the enfealing and delivery of these presents, have had and received of and from E. F. of, &c. the sum of fifty pound Sterling upon the adventure of the said Ship and Ships, in the said Voyage: And the said E. F. is contented to adventure

venture the said sum of Money upon the said Ship and Ships, during the said Voyage, in the same manner and form, as other adventurers do.

(12.) Now know ye, that I the said A.B. That the have covenanted, granted and agreed, and do adventure by these presents for me, mine Executors and Administrators covenant, grant and agree to and shall with the said E. F. his Executors and Administrators have his tors, and every of them: That he the said E. F. proportion his Executors and Administrators, for and in tion, consideration of the said sum of fifty pound so by him adventured as aforesaid, shall have and receive to his and their own use and uses, such a ratable part, share and proportion, as other Adventurers on the said Ship and Ships are to have, or shall have in all and every such prize and prizes, goods, Jewels, Money and other things whatsoever, which shall be had, taken, obtained, attached, achieved, or gotten, either by Sea or Land, during the said Voyage, or by reason thereof, by or with the said Ship, or by or with any other Ship or Ships, Vessel or Vessels, that shall be in consortment or fellowship with her, or by the means of them, or any of them, in or during the said Voyage, or which shall be to the said Ship or Ships, or any of them, by reason or means of the Voyage aforesaid, appertaining or belonging, as according to the just rate and proportion of fifty pounds, the same shall amount unto the due and necessary charges, pertinent and belonging to the said Voyage, being out of the whole first deducted.

In witness, &c.

The

The Form of a Bill of Bottombry.

The
Voyage.

The money
in-
trusted
upon the
venture
of the
Ship.

The
voyage

(13.) **T**Dall, &c. J A.B. Owner and Master, of the good Ship, called the I. of London, of the burthen of One hundred Tuns, or thereabouts, now riding at Anchor, on the River of Thames, within the Port of London, and bound for a Voyage to St. Malloes in France, and from thence to return back to London to make her discharge, do send greeting in our Lord God everlasting.

(14.) And whereas I the said A.B. at the en-
sailing and delivery hereof am necessitated to take up, upon the Adventure of the said Ship, the sum of fifty Pounds of lawful Money of England, for setting forth the said Ship to Sea, and for furnishing of her with provision and necessaries for the said Voyage, which said sum of fifty pound C. D. of London Merchant, hath at my request supplied, and lent unto me, at ten pound for the said fifty pound during the said Voyage.

(15.) Now know ye, that I the said A. B. do for me, mine Executors and Administrators, covenant, grant and agree, to and with the said C. D. his Executors and Administrators by these presents: That the said Ship shall with the first good Wind and Weather, that God shall send, after the tenth Day of this present Month of May, depart from the said River of Thames, and shall by Gods blessing directly, as Wind and Weather shall serve, proceed and sail unto St. Malloes in France, and having there tarried, until, &c. and the opportunity of a Conboy, or being sooner dispatched [which shall first happen] shall depart from thence, and shall by Gods blessing, as Wind and Weather shall serve, from thence directly sail, return and come back, to the River of Thames to finish and end her Voyage,

(16.)

(16.) And I the said A.B. do for the consideration aforesaid, bind my self, mine Heirs, Executors, Administrators, Goods and Chattels, and Money, namely the said Ship with the Freight, Tackle and Apparel of the same, to pay unto the said C. D. his Executors, Administrators or Assigns, the sum of sixty pound of lawful Monies of England, within one and twenty Dayes, next after the return and safe arrival of the said Ship, in the said River of Thames from the said intended Voyage.

And I the said A.B. do for me, mine Executors and Administrators covenant and grant to and with the said C.D. his Executors and Administrators by these presents: That I the said A.B. at the ensuing and executing of these presents, am true and lawful Owner and Master of the said Ship, and have power and authority to charge and ingage the said Ship, as aforesaid, and that the said Ship shall at all times after be liable and chargeable for the payment of the said sixty pound, according to the true intent and meaning of these presents.

That he is Owner.

(17.) And finally it is hereby declared and agreed, that in case the said Ship shall be lost, miscarry or cast away, which God forbid, before her next arrival on the said River of Thames, from the said intended Voyage, that then the said payment of the said sixty pound, shall cease and determine, and the loss thereof be wholly born and sustained by the said C.D. his Executors, and Administrators, and that then, and from thenceforth, every matter and thing herein before contained on the part and behalf of the said A.B. shall determine and be utterly void, any thing herein before conteyned to the contrary thereof in any wise notwithstanding. In Witness, &c.

If the ship miscarry, the sixty pound to be lost

The Ship may be thus ingaged for security,

(18.) And for the consideration aforesaid, and for the better performance of all and singular the Premises, on my Part to be done and performed, according to the true intent and meaning of

which is the surety way.

these presents: It is said A. B. have bargained and sold, and by these presents do bargain and sell unto the said C. D. his Executors and Administrators, all the said Ship, and the Tackle, Ammunition, Ordnance, Apparel and Furniture thereunto belonging.

That he
is Owner.

Free
from
former
sales, &c.

Proviso
to make
void up-
on pay-
ment,
&c.

(19.) And the said A. B. for himself, his Executors and Administrators doth covenant and agree to and with the said C. D. his Executors and Administrators by these presents: that he the said A. B. at the Time of the sealing hereof, is the true and lawful Owner of the said Ship and Premises, and that the same and every part thereof, now are and be, and so in case any default of payment of the said sixty pound, or any part thereof, contrary to the agreement aforesaid, shall from henceforth for ever be free and clear, and freely and clearly discharged of and from all and all manner of former, and other bargain, and sales, titles, troubles, charges and incumbrances whatsoever.

(20.) Provided nevertheless and upon Condition, that if the said A. B. his Executors or Administrators, shall well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns the said sixty pound, and every part thereof according to the intent and true meaning of these presents, and likewise perform the Covenants herein before contained on his and their Part to be done and performed: That then this present bargain and sale of the said Ship and Premises, and every matter and thing therein contained, shall cease and be void and of none effect to all intents and purposes: Any thing herein before conteyned, to the contrary thereof, in any wise notwithstanding, &c.

Another

*Another form of a Bill of Lottombry,
with a Bond thereupon.*

(21) **I** D all, &c. A. B. of, &c. Mariner, Master and Part-owner of the good Ship, or Vessel called the F. of London, of the burthen of two hundred Tuns, or thereabouts, now riding at anchor on the River of Thames, within the Port of London; do send greeting, in our Lord God everlasting: Whereas the said Ship is now bound out upon a voyage from the said Port, unto the Island of Barbadoes, and from thence if occasion shall be to the Island of May, and so to return back again to the said Island of Barbadoes, and from thence to London to end her Voyage.

(22.) Now know ye that I the said A. B. for me, mine Executors and Administrators, do Covenant and grant to and with C. D. of, &c. (who before the sealing hath payed and delivered unto me the said A. B. the sum of one hundred pounds of lawful money of England, and is contented and agreed to stand to and bear the adventure of the said sum upon the body of the said Ship, during the said voyage) and to, and with his Executors, Administrators and Assigns, by these presents: That the said Ship, with the first good wind and weather that God shall send, from, and after the twentieth day of, &c. next ensuing the date hereof, shall depart from the said River of Thames, upon the said intended voyage, and that she shall by Gods grace (the perils and dangers of the Sea, and restraint of Princes and Rulers excepted) be returned unto the River of Thames from her said voyage before the expiration of fourteen Months, to be accounted from the date of these presents: And that the said Ship, in her said intended voyage, shall not sail

Not to
sail to o-
ther
Ports
than
are men-
tioned.

The
payment
of the
freight,
or hire,
and
how.

Proviso,
to make
void re-
payment
&c. if
this be
lost.

or apply her self unto any other Ports or places, than those that are before mentioned herein, unless she shall be necessitated thereunto, by extremity of weather, or some other unavoidable accident.

(23.) That I the said A. B. mine Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, at, &c. the sum of one hundred and thirty pounds of like lawful money of England in respect of the adventure aforesaid, if the said Ship shall go from thence onely unto the said Island of Barbadoes, and so from thence return to London, to end her said intended voyage, and the sum of one hundred and forty pound of like moneys, if the said Ship shall go from hence unto the said Island of Barbadoes, and from thence to the said Island of May, and so return again to the Island of Barbadoes, and from thence to London to end her voyage. And that within one month, after the return of the Hull or Body of the said Ship unto the River of Thames from the said Voyage.

(24.) Provided alwaies nevertheless, and it is the true intent and meaning of these presents, and of all the parties hereunto, That if the said Ship, in this present intended Voyage, shall happen to be lost, miscarry, or be taken by Men of War or Pirates, which God forbid, that then this present Writing or Deed, and every Covenant, payment, matter and thing therein contained, on the part and behalf of the said A. B. to be done, payed and performed, shall be utterly void and of none effect. And that then I the said A. B. my Executors or Administrators shall not be any waies chargable, or lyable to pay the said several sums before mentioned, or either of them, or any part of them to the said C. D. his Executors, Administrators or Assigns, but that he and they are to lose the same, and every part thereof. Any thing

thing herein before contained, to the contrary
herof in any wise notwithstanding.

(25.) And it is agreed by and between the
said Parties to these presents, That in case the
said Ship shall not be returned into the said Ri-
ver of Thames, from the said intended Voyage,
at the end of fourteen months, to be accounted
from the day of the date of these presents, and
that at the end of the said fourteen months, there
shall not be a just proof made of her loss, happen-
ing within the time aforesaid: That then I the
said A. B. mine Executors, Administrators or As-
signs, shall and will within twenty daies, next
after the end and expiration of the said fourteen
months, well and truly pay, or cause to be paid,
unto the said C. D. his Executors, Administrators
or Assigns, at the place of payment aforesaid, the
said sum of one hundred and thirty pound, in case
the said Ship shall not go unto the Island of
May aforesaid, and the said sum of 140 pound
in case the said Ship shall go unto the said Island
of May as aforesaid: And that the said C. D.
shall not run the hazard and adventure, of the
said sum by him adventured, as aforesaid, upon
the body of the said Ship, any longer than
fourteen months to be reckoned and accounted as
aforesaid.

Not to
run any
longer
hazard
than
fourteen
months.

The Condition of a Bond upon the same.

(26.) The Condition of this Obligation is
such, That if the above-bounden A. B.
his Executors, Administrators or Assigns, shall
and do well and truly observe, perform, pay, ful-
fil and keep all and every the Covenants, Grants,
Articles, Payments and Agreements, and all
things which on his or their parts and behalves
are, or ought to be observed, performed, payed,
fulfilled

To per-
form
Cove-
nants,
&c. in
the bill
contain-
ed.

fulfilled and kept, mentioned and conteined in a certain Writing, or Bill of Bottombry, or adventure, of the Date abowe written, made by and from the said A.B. by the name of A.B. of, &c. Master and Part-owner of the good Ship called the F. of London, of the burthen of Two hundred Tuns or thereabouts, now riding at Anchor in the River of Thames, unto the abowe named C.D. in and by all things, according to the purport and true meaning of the said Writing or Bill of Bottombrie, or adventure, that then, &c.

Or there may be a sale of the Ship, by a collateral Deed, for better security with this following Proviso in it.

To perform
Covenants,
&c.

(27.) Provided alwaies nevertheless: That if I the said A. B. mine Executors and Administrators shall and do well and truly observe, perform, pay, fulfil and keep all and every the Covenants, Grants, Articles, Payments, Agreements and other things, which on our or any of our Parts, are or ought to be observed, performed, payed, fulfilled and kept, mentioned and conteined in a certain Writing or Bill of Adventure, of the Date of these presents made by me the said A.B. unto the said C.D. That is to say in and by all things according to the tenor and true meaning of the said Writing, or Bill of Adventure: That then and from thenceforth this present Writing, and the Grant, Bargain and Sale hereby made of the Premises, and every Covenant, Matter and Thing herein conteyned, shall be utterly void and of none effect. Any thing herein before contained to the contrary hereof in any wise notwithstanding.

In witness whereof, &c.

An

An Assurance of Goods outward bound.

(28.) **I**n the name of God Amen, Be it known unto all men by these presents: That **A. B.** of London Gentleman, do by these presents assure unto **C. D.** and **E. F.** the sum of Three hundred and fifty pound sterling, being the full price and value of goods for and on the behalf of the said **C. D.** and **E. F.** laden and to be laden aboard the good Ship called the **Elizabeth** of London of the burthen of One hundred Tuns, or thereabouts, the Master of the said Ship being now **A. B.** or whosoever else shall go as Master of the said Ship, and out of the Port of London unto the Island of, &c. in the Parts beyond the Seas, then the said Ship to be arrived, and the goods discharged and layd on land in good safety: And that this present writing of Assurance, shall be of as good force and strength to all intents and purposes, as if **I** the said **A. B.** had been bound by Policy of Assurance, either ordinary or extraordinary, made in the Office of Assurance in the Royal Exchange London.

What is assured.

To what Place.

(29.) And **I** do hereby acknowledg my self fully satisfied and payed for this Assurance by the hands of the said **C. D.** after the rate of five pound sterling per cent. And therefore **I** the said **A. B.** do bind my self, mine Executors and Administrators, firmly by these presents: That if by any misfortune, which God forbid, the goods and merchandizes aforesaid, so laden or to be laden, outwards bound in the said Ship should perish in the said Voyage, in Part, or in all, to pay or cause to be payed unto the said **C. D.** and **E. F.** their Executors, Administrators or Assigns, the full sum of Three hundred and fifty pound of lawful Money of England, or so much thereof as shall be proved to be lost of the said goods, within the

Binds himself to bear the loss.

space

space of six Months, after notice given and proof made of the said loss :

In witness :

A Letter of License from Creditors to a Debtor, and Composition made.

The
Debt,
and E-
state to
pay
them.

Forborn
Admini-
stration.

Recital
of what
they ac-
cept in
Part.

(30.) **T**his Indenture made between A.B. C. D. and E.G. Creditors of E.F. late of, &c. on the one Part : And G. F. of London Widow on the other Part. Whereas the said E.F. at and before the time of his decease was indebted unto the said Creditors, in divers and several sums of Money : All which they the said Creditors have, hitherto, patiently forborn : And whereas the said G. F. hath since her said Husbands Death perused and examined the estate of her said Husband : And finding, through divers losses, sicknesses, and other casual hindrances, which enforced her said Husband to impair and lessen the same, that the same is far short to give unto the said Creditors a full satisfaction, of their just and due debts, hath hitherto forborn to take forth Letters of Administration of the goods, chattels and estate of her said Husband, as to her property did belong, according to the form and due course of the Laws of this Realm, and the said G.F. having called the said Creditors together, and acquainted them with the Premises, and with the weakness of her said Husbands Estate.

(31.) They the said Creditors by and with one assent and consent were and are willing, content and pleased, to accept of ten shillings in the pound for their said Debts, upon security of her the said G.F. and to be payed, at such Days and Times, and in such manner and form, as hereaf-

ter is limited, expressed and declared: and there- Leave to
upon have given and do by these presents give admi-
their full leaves, consents and approbations, that ster.
she the said G. F. shall and may have and take out,
in her own name Letters of Administration of the
Goods, Chattels and Personal Estate of her
said deceased Husband, and that without the in-
terruption or disturbance of them, or either of
them.

(32.) Now this Indenture witnesseth, That Cove-
they the said Creditors herein before named, do by nant to
these presents for them severally and respectively, accept
that is to say every of them, for himself, his Ex- bonds, at
ecutors and Administrators, and not jointly, nor ten shil-
one of them for the other, covenant, promise and lings a
grant to and with the said G. F. her Executors, Ad- pound.
ministrators and Assigns: That if the said G. F.
her Executors or Administrators, do or shall, upon
or before the, &c. next ensuing the Date of these
presents, become bound in several Obligations,
good and sufficient in the Law, in several reason-
able penalties unto the said several Creditors be-
fore named, severally to be conditioned, for the
payment unto them the said several Creditors,
their several Executors, Administrators or As-
signs, of the sum of ten shillings of lawful Mo-
neys of England, for every pound or twenty shil-
lings of their due and principal Debts, by the said
E. F. owing respectively as aforesaid, not accom-
panying any interest for the same, or any part thereof,
at or in [mention the place of payment] That is
to say, on the, &c. and shall leave the said several
Obligations (being duly sealed and executed by
the said G. F.) and each of the said Bonds attest-
ed by two Witnesses, at the least, who are to sub-
scribe their names thereunto) safe and uncancel-
led at, &c. [mention with whom to be left] unto or
for the said several Creditors: That then the said
Creditors, to or for whom, the said Obligations
shall be so made, and left, as aforesaid, shall accept
severally of the said Obligations, and Securities,
as

as a full satisfaction of all their several Debts, so owing unto them; by the said E. F. as aforesaid.

To seal
discharges.

(33.) And shall and will also, at the costs and charges of the said G. F. her Executors or Administrators, several seal, and as their several acts and deeds deliver, unto or for the use of the said G. F. several Acquittances and Discharges in writing, sufficient in the Law, thereby acquitting and releasing, as well the said E. F. his Executors and Administrators, as also the said G. F. her Executors and Administrators of all Debts, Bonds, Bills, Claims and Demands whatsoever, from the beginning of the World, until the Day of the Date of these presents.

If any
do arrest
or molest
lest they
lose their
Debts.

(34.) And the said Creditors severally and respectively every one, by and for himself, his Executors and Administrators, and not jointly nor one of them for the other, do covenant and grant, to and with the said G. F. her Executors and Administrators, and every of them by these presents, That if either the said G. F. her Executors or Administrators, or her or their Goods, or Chattels, or the Goods or Chattels late her said deceased Husbands, or any of them, shall at any time or times hereafter, until or before the said Day of, &c. be arrested, attached, molested, or troubled by the above named Creditors, or any of them, or by any other person or persons, by their or any of their means or procurement, or in their or any of their right or rights, for or by reason of any Debt or Debts, so to them, or any of them, owing by the said E. F. at the time of his decease: That then and from thenceforth the said E. F. her Executors and Administrators shall be acquitted, released and discharged, against him or them, by whom the said E. F. her Executors or Administrators, her, their, or any of their Goods, or Chattels, shall be so arrested, attached, molested, or troubled of and from all Debts, Actions, Claims and Demands whatsoever, from the beginning of the world

would until the Day of the Date of these presents, and that these presents to be pleaded, shall be a sufficient bart and discharge in that behalf, against him or them of the said Creditors, his or their Executors or Administrators, by whom or by whose means, or procurement, or in whose right, the the said G.F. her Executors or Administrators, her or their goods or chattels, or any of them, shall be so arrested, attached, molested or troubled; contrary to the true and plain intent and meaning of these presents.

(35.) Provided alwaies, that if all the said Creditors, abobe named, do not, or shall not, at or before the, &c. sign, seal, and as their Act and Deed deliver, in due form of Law, one part of these presents, unto, or to the use of the said G.F. that then these presents, and every matter and thing therein contained, shall be clearly void and of none effect, as if the same never had been made.

(36.) And the said G.F. for her self, her Executors and Administrators doth covenant and grant to and with the said Creditors, and every of them, their and every of their Executors and Administrators: That in case all the said Creditors shall in due form of Law, sign, seal and execute, one Part of these presents, as aforesaid, unto or to the use of the said G.H. on or before the, &c. That then the the said G.F. her Executors or Administrators, shall and will in due form of Law make, or cause to be made, and duly seal and execute, the said severall Obligations, and leave the same at the place aforesaid, to and for the said Creditors upon or before the, &c.

In witness, &c.

D d Another

Another to a Merchant remaining beyond Sea, to come into England, &c. for a Year.

Losses
of the
Debt. r.

(37.) **T**O all, &c. We, &c. [naming all the Creditors of C. D. now commorant in the Parts beyond Sea] do send greeting. Know ye, That we the said Creditors, being particularly sensible of the divers losses and impoverishments lately befallen upon him the said C. D. as well by Sea, as by Land, whereby, as he affirmeth, he is disabled at present to make payment unto us, of the several Debts and Sums of Money by him due and owing unto us, respectively, In Consideration whereof, and at the special request and desire of the said C. D. That some respite of time may be given him, for the gathering in and recovering of his Debts, and the effecting of some means for the payment of the several debts by him unto us severally due as aforesaid.

Power
given for
a year to
come hither
and
trade,
&c.

(38.) Have given and granted, and by these presents, We and every one of us, for our and every of our Executors, Administrators and Assigns, do give and grant unto the said C. D. his Executors and Administrators full and free license and liberty, whereby the said C. D. his Executors and Administrators, and every of them, shall and may freely and quietly, at his and their liberties and pleasures, when and as often as it may or shall please him or them, to go, pass, repass, sojourn, dwell and abide, with all and singular the Goods, Chattels, Wares, Merchandizes, and other things whatsoever of the said C. D. his Executors and Administrators, in, by and through the Realm of England, and the Cities, Towns, Places and Dominions thereof, and elsewhere, to and for his and their, and every of their, most and best advantage, commodity and profit, and to buy,

buy, sell, exchange, or by any wales, means, or kind of Merchandizing, or otherwise, imploy, deal or trade, for any manner of Goods, Chattels, Wares, Merchandizes, or other things whatsoever, to him or them now belonging, or hereafter to be belonging, as aforesaid, from time to time, during the space of one whole year next ensuing the Date of these presents, without any lett, sail, trouble, impediment, arrest, attachment, prosecution, or impleading, or any other grievance, hurt or vexation by or through us, or any of us, or by the Executors, Administrators or Assigns, of us or any of us, in any wise to be done, procured or attempted, against the said C. D. in his own person, or against his Executors or Administrators, or any of them, or his, their or any of their Goods, Chattels, Wares, Merchandizes, Money, Debts, or any other thing whatsoever, or any part or parcel of them, or any of them, for, touching, concerning, upon, or by reason, or means of any Debt or Debts, Duty or Duties, Sum or Sums of Money, now due or owing, by the said C. D. to us, his said Creditors, or any of us.

(39.) And further we the said A. B. D. B. E. F. &c. and every of us, by himself, for his own Part, and for himself, his Executors and Administrators, and every of them, both covenant and grant to and with the said C. D. his Executors and Administrators, and every of them, by these presents: That if any suit, arrest, attachment, process, impediment, or other grievance, hurt or vexation whatsoever, before the end or expiration of one whole year next ensuing the Date hereof, in any wise shall be brought, had, done, procured, or effected, by or through us, or any of us the said Creditors, or the Executors, Administrators or Assigns of us, or any of us, or by through or with the will, procurement, commandment or agreement of us, or any of us, our or any of our Executors, Administrators or Assigns against the said C. D. his Executors, or Administrators, Sureties or Factors,

That they will not prosecute or molest the Debtor, if so, he to be discharged against the prosecutor.

or any of them, or against his, their, or any of their Wares, Goods, Chattels, Merchandizes, Monies, Debts or other things whatsoever, or any of them, or any part or parcel of them, or any of them, for, touching, or in any wise concerning, or by means, or by reason of, any Debt or Debts, Duty or Duties, Sum or Sums of Money whatsoever now due or owing by the said C. D. to us, or any of us, his said Creditors, that then immediately from thenceforth the said C. D. his Heirs, Executors and Administrators, and every of them, shall for ever be acquitted and discharged, against him, or them of us his said Creditors, his and their Executors, Administrators and Assigns, and every of them, by whom any such suit, occasion, arrest, process, attachment, trouble, impediment, or other grievance, hurt or vexation whatsoever, shall in any wise be had, brought, affirmed or prosecuted to or against the said C. D. his Executors, Administrators or Assigns, or against his, their, or any of their Goods, Chattels, Wares, Merchandizes, Debts, Monies, or other things whatsoever, within the said one year, contrary to the true intent and meaning of these presents, of and from all and singular such Debt and Debts, Duty and Duties, and Sum and Sums of Money, and other thing and things whatsoever, due, owing or demandable by or from him the said C. D. unto us, or any of us, our or any of our Executors, Administrators or Assigns, that such account, suit, arrest, process, attachment, trouble, impediment, grievance or vexation shall cause, procure, or wilfully permit against the said C. D. his Executors, Administrators, Sureties, Factors or Assigns.

In witness.

Another

*Another to a Debtor beyond the Seas,
for six Months paying six shillings
eight pence a pound.*

(40.) T^Dall, &c. We, &c. [nameing the Creditors] send greeting, &c. Whereas C. D. Merchant, now resident in the Parts beyond the Seas, is indebted unto his Creditors whose names are hereunder written, in several Sum and Sums of Money, and being unable to pay us our whole Debts, we do hereby declare, that every one of us, who shall subscribe these presents with his proper name or mark, shall and will give him free leave and license, both for his person and goods to go, come, abide and be amongst us for the term of six Months, to be computed from the Date hereof, without our or any of our lett, trouble, suit, arrest or disturbance.

Leave
given
for six
Months
to come
to and
abide in
Eng-
land.

(41.) And further that if the said C. D. his Executors, Administrators, or Assigns, shall within the space of six Months aforesaid to be computed from the Date hereof, pay or cause to be payed unto us, for and in respect, of the several Debts, owing severally unto us, six Shillings and eight pence sterling by him to us severally owing [not accompting Interest for the said several Debts to us owing, or for any Part thereof] That then we shall accept, of the said six Shillings and eight pence the pound, in full of the said Debt and Debts to us severally owing, and shall give unto him or them thereupon (at his costs and charges) general Acquittances and Releases from us and every of us; and in further declaration, of our leaves and license to him given as aforesaid, we do promise to seal and subscribe unto him, a Letter of License to be made according to the purpoze and true meaning hereof: Witness our hands, this day of, &c.

If Cre-
ditors
be satis-
fied six
shillings
and
eight
pence a
pound, to
give a
Release.

Another in brief.

License
given to
come in-
to Eng-
land and
abide six
Months
without
the trou-
ble of
the Cre-
ditors.

(40.) **T**o all, &c. we, or such of us, who have signed and sealed these presents, being Creditors of C. D. an English Merchant, now residing at F. in the Parts beyond the Seas, do send greeting. Whereas the said C. D. is indebted to us, his said Creditors severally in divers Sums of Money, for which by reason of bad Debts and other casual Hindrances, as well by Sea as Land, he is unable to give unto us present satisfaction, and having desired, as well by several of his own Letters, as by Mediation of his friends here resident in England, for a time, without our or any of our molestations, arrests, suits or interruption, to come over into England and to reside here, as well to gather in, and recover the Debts to him due here, as to make his true estate known unto us, and as much as in him lieth, to give us and every of us satisfaction, for the said Debts by him to us particularly owing: Unto which request and desire of the said C. D. we do hereby condescend, and are content that he shall come over into England, and stay or abide in London or elsewhere within the said Kingdom, in peace and quiet, and without the arrest, suit, trouble or molestation, of us or any of us, for and during the space of six Months, to be computed from the Day of the Date hereof.

In witness, &c.

Another

Another to a Debtor (resident in England) for a years time.

(43.) **T**o all, &c. We A. B. C. D. E. F. and G. H. of London Merchants, do send greeting. Whereas I. C. Citizen and Merchant of London (for and by reason of Commerce, and divers Contracts, Agreements and other causes, Between him and us the above-named persons, severally passed and had) standeth, and is indebted to us the said A. B. C. D. E. F. and G. H. severally, in divers and sundry great sums of Money, as by several obligations and specialties, under his hand and seal unto us severally made, it doth and may appear.

Recit. I
of the
Debts.

(44.) Now know ye that we the said A. B. C. D. E. F. and G. H. for divers sundry good and charitable causes and considerations, us hereunto especially moving, Have given and granted, and by these presents do give and grant, full licence and liberty unto the said I. C. quietly and freely, to go about, attend and negotiate, as well his own private affairs and businesses, as also all other matters and things whatsoever he hath, or shall have to do and prosecute, for any person or persons whatsoever, as well within the City of London, as elsewhere within the Kingdom of England, at all and every Time, and Times from henceforth, for and during the space of Twelve months to begin and commence, from the day of the Date hereof, without any manner of let, disturbance, stay, arrest or attachment of his person, or of his Goods, Chattels, Honey, Merchandizes, or any other his Commodities, or things whatsoever, by us the said A. B. C. D. E. F. and G. H. or any of us, or by the Executors, Administrators or Assigns of any of us, on this side, or within the space of Twelve months to be accounted as aforesaid.

Liberty
to Nego-
tiate
without
interru-
ption.

W d 4

(45.) And

The
Debts
released
of such
as shall
pursue,
&c. con-
trary to
this Li-
cer.ce.

(45.) And we are not only contented and agreed, to give and grant this our present Licence unto the said l. C. for and during the Time aforesaid, within which space he the said l. C. doth intend the payment or satisfaction of all and every the said Debts, but also we, and every one of us, for his part, doth by these presents, agree and declare, that if it shall happen the said l. C. in his person, Wares, Goods, or Merchandizes, or any of them, within the said time or space of Twelve months next ensuing the Date hereof, by us or any of us the said Creditors, or by our or any of our Executors, Administrators or Assigns, or by any other person or persons by or through the authority, commandment, will, consent or procurement of us, or any of us against the tenor, form and effect of these presents in any wise to be arrested, sued, impleaded, molested or attached, that then he the said l. C. his Heirs, Executors and Administrators shall by virtue of these presents, forevermore, be clearly acquitted and discharged against him, or them of us by whom, or by whose authority, means or procurement, he the said l. C. his Goods, Wares, Honeys or Merchandizes shall be contrary to the form, effect and true meaning of these presents to be vexed, molested, attached, sued, arrested or hindered, of all manner of actions, suits, debts and demands, whatsoever they be, from the beginning of the world until the day of such arrest, suits, attachment or molestation.

In witness, &c.

Another

*Another, to have free liberty to go to
and from the Creditors to Compound,
&c.*

(46.) **T** Dall, &c. we A. B. C. D. &c. Creditors of Recital
E. F. Citizen and Merchant of London of his
do send greeting. Whereas the said E. F. the inabili-
Day of the Date hereof is indebted, and doth ty for
owe unto us the said Creditors severally, divers present
sums of Money, which by reason of some losses pay-
happened unto him, as he informs us, he is not ment.
able presently to satisfy and pay, as he willingly
would, but desireth our favour and respite of time
for the payment thereof.

(47.) Therefore know ye that we the said Cre- Licence
ditors above-named, moved with compassion, and li-
and the desire which the said E. F. hath to and for berty
the satisfaction of our said debts, Have given given.
and granted, and by these presents do give and
grant unto the said E. F. full and sure liberty and
freedom (as much as in us, or any of us lyeth)
to go, come and resort unto us and every of us his
said Creditors, to compound and take order with
us and every of us, for our and every of our said
several Debts, without any let, trouble, suit,
arrest, attachment or other impediment to be offe-
red or done to him the said E. F. his Wares, goods,
or Merchandizes: for and during the space or
time of two months next ensuing the Date of
these presents.

(48.) And if it happen, that the said E. F. his He that
Person, Goods or Chattels within the said space sueth
of two months by us or any of us the said Cre- contrary
ditors, our, or any of our Executors, Administra- to the
tors or Assigns to be arrested, sued, troubled, at- Licence
tached or molested, contrary to the true intent and to lose
meaning of these presents, That then he the said his debt.
E. F. his Executors, Administrators and Assigns
shall

shall for ever be acquitted and discharged against him or them of us, his or their Executors, Administrators or Assigns, by whose authority, means or procurement, he the said E. F. his Goods or Chattels shall be sued, arrested, attached or molested as aforesaid, of all manner of actions, suits, debts and demands whatsoever, from the beginning of the world until the day of the date of these presents. In witness, &c.

Cove-
nant not
to mo-
lest the
Debtor,
&c.

(49.) Or there may be Covenant from the Creditors not to sue or molest the Debtor [in manner following] And we the said Creditors all and every of us, severally for himself, and for our and every of our Executors and Administrators, do and doth severally Covenant, promise and grant to and with the said E. F. his Executors and Administrators by these presents, That we the said Creditors or any of us, our or any of our Executors, Administrators or Assigns, or any other Person or persons, by our or any of our, their or any of their authority, assent, consent or procurement, the said E. F. his Executors or Administrators, or any of his, their or any of their Goods, Chattels, Debts, or other things shall not, nor will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble, seize or molest for or concerning satisfaction or payment to be made to us or any of us, our or any of our Executors, Administrators or Assigns, of or for our said several Debts and Duties, or any of them, or any part or parcel of them or any of them, or for any other matter or thing whatsoever which we or any of us, can or may have, pretend or demand of or against the said E. F. or to find or provide for us or any of us, our, or any of our Executors, Administrators or Assigns, any other Sureties or Securities for the satisfaction or payment of the said several Debts, and other things, or any of them, or any part or parcel thereof, other then all or any of us now have, or severally

For
finding
Sure-
ties.

severally hath for the same, during the Time aforesaid.

In witness, &c.

A Letter of Composition for half Debts.

(50.) I call to whom, &c. A. B. C. D. &c. Creditors of E. F. &c. do send greeting: Whereas the said E. F. the Day of the Date of Recital these presents, is, and standeth justly indebted, of the and doth owe unto us the several parties above named, Divers and several sum and sums of Money: And by reason of the many losses, great hinderances, and other damages happened unto him, he is utterly unable, as he affirmeth, and as he hath made appear unto us, to give other satisfaction for his said Debts, than by and with such Goods and Wares as are now remaining in his hands, and such Debt and Debts as are now at present owing unto him: which we the said Creditors are unwilling to accept, or in any wise to intermeddle with: but have rather resolved and made choice to undergo a loss certain, and to accept of ten shillings per libram, or the one half of the Debts by him owing unto us, to be duly paid in full satisfaction for our said Debts in manner and form following, &c. [here set down the Manner and Days of payment.]

(51.) Now know ye, that we the said Creditors do Covenant and grant, and every of us for his own part, and for his own Executors and Administrators, doth Covenant and grant to obligate and with the said E. F. his, &c. That if the said E. F. his, &c. or any of them shall well and truly pay, &c. [here set down as before, the manner]

manner of payment] or for the sure payment thereof in manner and form aforesaid, shall before the — day of, &c. next ensuing the Date of these presents, become bounden unto every of us in several penal Obligations, in double the said sum to be contained in the several Conditions thereof: And further that if the said Obligations and every of them, shall be delivered to such person or persons as we shall appoint, duly sealed and executed by the said E. F. at or before the, &c. next ensuing the Date hereof, That then from and after such payment made as aforesaid, or the said several Obligations made, executed and delivered as aforesaid, for the several payments aforesaid, according to the intent and true meaning of these presents, we the said Creditors and every of us, and the Executors, &c. shall and will hold our selves well contented and satisfied for all such Debts as he the said E. F. did formerly owe unto us, or any of us before the sealing of the said Obligations.

To Seal
Release.
es.

(52.) And that then also we the said Creditors, and every of us, or the Executors, &c. within ten days next after such payment made as aforesaid, or the sealing and delivery of the said Obligations, according to the true intent and meaning of these presents, shall and will seal and subscribe, and in due form of Law deliver unto the said E. F. his, &c. one or more general Release or Releases, Discharge or Discharges, of all Debts, Duties and Demands whatsoever, by him the said E. F. unto us and every of us, formerly owing or payable, from the beginning of the world until the days of the Date of the said Obligations, so to be sealed and delivered by the said E. F. his, &c. as aforesaid, as he the said E. F. his Executors or Administrators, his or their Counsel learned in the Law, shall reasonable devise, advise or require.

(53.) Pro=

(53.) Provided alwaies, That these presents These
 or any matter therein contained, Shall not be of presents
 any force or effect, to bind or charge us, or any of not to
 us who have hereunto sealed and subscribed, un= bind any
 less and until all and every the said Creditors except
 above-named, Shall and do likewise seal and sub= all seal,
 scribe these presents, at or before the, &c. next en= &c.
 suing the Date herrof.

In witness, &c.

CAP. III.

*Containing several forms of Copartner-
 ships, and Covenants incident
 thereunto.*

*The form of a Copartnership relating to
 Transactions, as well forreign as do-
 mestick.*

(1.) **T**HIS Indenture Quadripartite,
 made the, &c. Between A. B. of, &c.
 of the first part, C. D. of, &c. of the
 second part, E. F. of, &c. of the third part, and G. H.
 of, &c. of the fourth part: Witnesseth that the
 said Parties, for the assistance, trust and confidence
 which each of them have and do repose in the o-
 ther of them, Have concluded and agreed to be-
 come Copartners and joyned Traders together,
 in such Trades and Merchandises, as well
 within

Their
 resolu-
 on to be
 Copart-
 ners.

within the Kingdom of England, as also in Holland and Brabant, in the parts beyond Sea, and elsewhere, where the said Parties shall think fit, to Trade and Merchandize for their most benefit, advantage and profit, and that for and during the space of four years, to be computed from the day of the Date hereof, and from thence next ensuing and fully to be compleat and ended.

For four years.
The Stock.
(2.) And to that end and purpose, the said Parties have added and put together a joynt Stock, to be imployed in and about the said joynt Trade, that is to say, the sum of twenty thousand pounds of lawful Moneys of England, viz. the said A. B. for his part, five thousand pound thereof. The said C. D. for his part another five thousand pound thereof. The said E. F. for his part five thousand pound more thereof. And the said G. H. for his part five thousand pound more, being the remainder of the said twenty thousand pounds.

How Gain and Loss is to be born.
(3.) Which said Stock shall be occupied and imployed together upon an account of Fourths, both in profit and loss, The whole in four equal parts to be divided, whereof the said A. B. his Executors and Administrators, is to have and bear, for his and their parts, one fourth part thereof, both in profit and loss; The said C. D. his Executors and Administrators one other fourth part thereof, for his and their part, both in profit and loss; The said E. F. his Executors and Administrators the other fourth part thereof, both in profit and loss; And the said G. H. his Executors and Administrators the other fourth part thereof, both in profit and loss, for his and their parts, according to the intent and true meaning hereof.

Division of the Trade.
(4.) Which said Transaction, trade and business [for the consideration hereafter mentioned] is to be done and performed, as followeth, That is to say, The said E. F. during the said Copartnership, is to have the sole receivings, keeping and charge

charge of all the Cash and Money, and of all the Cloths, Wares and Stuffs, and of all Bonds, Bills and Specialties, belonging to the joynt account here in England, and of all Goods and Wares to be received from beyond the Seas, for and upon the said joynt account: and also the charge of the writing, true keeping and custody of the Books to be kept here in England, touching the said joynt account and business in Copartnership, within the dwelling house of the said E. F. in London, for the time being. And the buying of the said Cloaths, Wares and Stuffs, and the selling of all Goods to be received from beyond the Seas, and the receiving of Monies, and the ordering and disposing of the same: and the other joynt business here in England, is to be equally acted and performed by the said E. F. and C. D. And that the said G. H. shall have the management and transaction of the Affairs relating to the said Copartnership, and joynt Trade, which are to be managed, done and transacted in the Parts beyond the Seas.

(5.) Whereupon it is concluded and agreed, by and between the said Parties to these presents; and each and every of the said Parties, by and for himself, his Executors and Administrators doth Covenant and grant to and with each and every other of them, his Executors and Administrators by these presents, as hereafter in manner and form followeth. First, that the said Copartnership shall continue without ceasing in form hereunder declared, from the day of the Date hereof, until the full end and term of four years from thence next ensuing, and fully to be compleat and ended. And that every of the said Copartners, in the several businesses beforementioned to be by them severally done and performed, and all other matters and things touching the said Copartnership, shall and will from time to time, during the said four years, perform and do his and their true and best endeavour, care and Diligence,

That Copartnership shall continue four years.

Each to be diligent and faithful.

diligence, for the most and best profit, Commodity and advantage of them the said Copartners: And that each and every of them the said Copartners, shall be faithful, just and true unto the other of them therein.

Gains
losses
and
charges
shall
be equal-
ly born
and had.

(6.) And that all gains and increase, arising, happening or coming of or by the said joynt-trade and copartner-ship shall be indifferently and equally parted and shared by and between the said Parties, their Executors and Administrators, as is before prescribed and set down: And that all Debts, Charges and losses, likewise arising, happening or growing to be payed and born for or by reason of the said joynt-trade and copartner-ship, shall be in like manner payed, born and sustained by and between the said Parties, their Executors and Administrators in four equal Parts, as is before mentioned; and according to the true intent and meaning of these presents.

For get-
ting in
Debts.

(7.) And that every of the said Parties shall from time to time hereafter perform and do his and their best endeavour, diligence and travail, as need or occasion shall require, to recover, obtain, get in and receive such Debts, Duties and Sum and Sums of Money, as by reason or means of the said trade or copartner-ship, shall be due or owing unto them from any Person or Persons so speedily as may be from time to time: And shall not, at any time or times hereafter without the consent of the rest, do or procure, or cause to be done or procured, any act device or thing to prejudice, hinder or retard the Recovery, obeyning or getting in, of the said Debts or any of them.

Trusting
by either
Party
against
consent
of any of
the rest.

(8.) And if it shall happen, that the said Parties, or any of them, shall trust or deliver out upon Credit or Confidence, any of the Goods, Wares, Monies or Merchandizes, belonging to the said joynt accompt to any Person or Persons, whom any other of the said Parties, shall pray, admonish or warn not to trust: that then and so often, such of them the said Parties, which shall so trust and

and deliver out upon Credit; any of the said Goods, Wares, Monies or Merchandizes, to any such Person or Persons; shall and will within three Months, next ensuing, answer and satisfie unto the said joynt stock, so much lawfull Money of England, as the Goods, Wares, Monies or Merchandizes, so to be trusted, or delivered out as aforesaid, shall amount unto [in case in the mean timefull satisfaction shall not be made for the same by the Person or Persons, which shall be so trusted, as aforesaid] and that in such case, such of the said Parties, so making satisfaction theretore, shall and may have and enjoy the sole benefit, of the said Goods, Wares, Monies and Merchandizes or things, so by him trusted, and for which he shall have made satisfaction, as aforesaid.

(9.) And that every of them the said Parties [if necessity require and conveniently it may be] in all his and their buying and selling, dealings and doings touching and concerning the said joynt trade, shall desire and take the advise and direction of the rest of the said Parties; or some or one of them.

To take
advise
of each
other.

(10.) And that all such detriments and losses, as shall without fraudulent Practise of any of the said Copartners, happen or come to the said partible accompt, by the falshood, absence or negligence, of any Servant or Servants, Apprentice or Apprentices, which shall serve or dwell with any of the said Parties, shall be borne and answered to the said joynt accompt, by the Master of such Servant or Servants, by whom the same shall be done or permitted.

Losses by
negli-
gence of
servants
how to
be borne.

(11.) And further, that none of them the said Parties shall or will, at any time or times hereafter, charge the accompt of the said Copartnership, with any other, or more Debts, than onely such, as shall be pertinent to the same, and with such charges only, as shall be necessarily and justly disbursed for and about such Goods, Wares, Commodities or Merchandizes, as shall be occupied or im-

Not to
diminish
the
joynt-
stock.

Not to
diminish
the
joynt-
stock.

ployed in or about the said joynt Trade or Copartner-ship, and for and about the Recovery, getting in and obtaining of such Debts, as shall be due and owing unto them by reason thereof: For at at any time hereafter during the said space or time of four years shall withdraw or take from the said joynt stock and accompt, any Sum or Sums of Money, or other things, other than such as shall be disbursed for recovery and getting in of such debts incident to the same, as are before expressed and mentioned: and that without fraude or cobin.

In what
cases
they
may di-
minish.

(12.) Having, That it shall and may be law-
ful, to and for every of them the said Parties
yearly during the said Copartner-ship to have
and take out of the said stock, belonging to their
joynt Trade and Copartner-ship, for every of
their particular, and private expences and occa-
sions, as followeth: That is to say, To the said
A. B. the Sum of Two hundred pound of lawful
Moneys of England, to the said C. D. the like
Sum of Two hundred pound, of like Moneys,
to the said E. F. the like Sum of Two hundred
pound, of like Moneys, and to the said G. H. the
like Sum of Two hundred pound of like Moneys:

An o-
verplus
to E. F.
of one
hundred
and fifty
pound a
Year.

(13.) And saving also, that it shall and may
be lawful, to and for the said E. F. during the said
Copartner-ship, in respect of his house Rent,
wherein it is agreed, one Part of the business of
the said Copartner-ship shall be acted and per-
formed here in England, and for the extraordina-
ry Pains of him, and his Servants to be taken
and performed, in and about the said joynt Trade,
and for his Expences upon, and entertainment of
Cloathiers yearly to charge upon the said particu-
lar Account, and be allowed out of the same, the
Sum of One hundred and fifty pound a Year of
lawful Moneys of England, over and besides
the said Two hundred pound a Year allowed unto
him, as aforesaid.

(14.) Having also for the said C. D. in re-
spect

spect of the extraordinary Pains of him, and his Servants to be taken in and about the said joyn't trade, and his Expences upon and entertainment of Cloathiers, as aforesaid, and for his house-Rent, wherein it is also agreed, that one Part of the joyn't business aforesaid, shall be acted and performed, to charge to the said partible Account, and be allowed upon the same the like Sum of One hundred and fifty pound yearly, of like Moneys, during the said Copartner=ship, over and besides the said Two hundred pound yearly, to him allowed as aforesaid.

The like
Over-
plus to
C.D.

(15.) And saving also that it shall and may be lawful to and for the said G. H. in respect of his extraordinary Pains to be taken, in and about the said joyn't business, and for his dwelling in the said Parts beyond Sea, where it is agreed he shall be employed in and about the said joyn't trade and business, during the said Copartner=ship, there to charge to the said partible Account, and to be allowed the same here in England, the Sum of One hundred pound yearly of like lawful Moneys of England, during the said Copartner=ship, over and above the said Two hundred pound a Year to him allowed as aforesaid.

An over-
plus of
One
hundred
pound a
year to
G.H.

(16.) Also the Wages and Allowances of any Servant or Servants, to be sent over, or of any Apprentice or Apprentices, where any shall be sent over, and employed in the said business, into the Parts beyond Sea, [an equal number of Apprentices, of each of them the said C.D. E.F. and G.H. being employed in the said joyn't business] and also the charge of any Pack=house, or Pack=houses, to be taken or used beyond the Seas, for the said joyn't business: and the wages and allowance of one Servant agreed to be hired by the said E.F. and C.D. for the managing and writing of the books of Account to be kept here in England, concerning the said joyn't trade, and business, is hereby agreed by and between the said Parties to these presents to be payed and allowed out of the joyn't Stock of this Copartner=ship,

Charges
of Ser-
vants
and Ap-
prenti-
ces.

Cove-
nants of
him
who
deals be-
yond
Sea.

Not to
commit
his trust
to any,
but by
agree-
ment of
the rest.

To keep
books of
account.

To give
notice
and ac-
count
of all
his
Trans-
actions.

(17.) And the said G. H. for himself his Executors and Administrators, and for every of them, doth Covenant and grant to and with the said A. B. C. D. and E. F. and every of them, their and every of their Executors and Administrators by these presents, in manner and form following, that he the said G. H. shall not, nor will, at any time or times during this Copartnership, leave, transfer or commit the business, trade or employment of or concerning the said joyned Trade and Copartnership, in any place or places beyond the Seas, where he shall have full charge and disposing, nor any Bills or Specialties concerning the same, to any person or persons whatsoever, other than such as shall be thought fit, by the said A. B. C. D. and E. F. or the survivors or survivors of them, and their special consent and agreement in writing under their hands in that behalf for the same, first had and obtained.

(18.) And further, that he the said G. H. shall from time to time hereafter, during the said Copartnership, keep or cause to be kept, in such place and places beyond the Seas, where he shall continue to be employed, just and true book and books of Accounts and reckonings of all and every his dealings, doings, buyings and sellings, and employments, touching and concerning the premises, in such ample sort, manner and form in every respect, as Merchants of the said Trade commonly use to do.

(19.) And shall not onely send and consign weekly (if it conveniently may be) unto the said E. F. and C. D. true Copies of his weekly journal, and particulars of all Clothes and Wares received and sold, Goods sent and Monies payed and sent by Exchange, and other his dealings whatsoever, touching the said joyned account: but also at the end of every six months, next ensuing each other, to be reckoned and accounted from the Day of, &c. next ensuing the Date of these presents, during the said Copartnership, consign

consign and send over unto them the said E. F. and C. D. as aforesaid, a true, plain and perfect general Account in writing under his hand, of all his Receipts, payments, buyings, sellings, dealings, doings and imployments whatsoever, then before by him passed or done, touching or concerning the said joynnt Account and Copartnership, particularizing therein all the Charges laid out, and Clothes, Wares and other things then remaining in his hands.

(20.) And shall and will, during the continuance of this joynnt Trade, at his own proper and particular Charges (for the consideration aforesaid) bear and pay all the Costs of his own Dyet, Lodging, Entertainment and Accommodations, in the parts beyond the Seas.

To bear
his
Charges.

(21.) And further, that it shall and may be lawful to and for the said A. B. C. D. and E. F. or any of them, or any of their Executors, Administrators, Servants or Assigns, at his and their free rest, to wills and pleasures, to have free liberty of ingress, egress and regress, into, out of, and from the Counting house, or Room of the said G. H. for the Time being, in the parts beyond the Seas, and shall and may freely, as occasion shall require, as well view and peruse the said Books of Accounts, and all Bonds, Bills and Specialties whatsoever, as also, all Wares, Goods and Merchandizes, and other things whatsoever in the parts beyond the Seas, relating to the said joynnt Trade, in the Hands, Custody or charge of the said G. H.

His li-
berty
for the
peruse
of the Ac-
counts
of G. H.

(22.) And moreover, that he the said G. H. shall and will, with all convenient speed he may, from time to time hereafter during the said joynnt Trade, remit and send over to the said E. F. and C. D. from the said parts beyond the Seas, in Money by Exchange, and in Wares and Merchandizes, the proceeds of all Wares, Clothes and other things, that shall be by him

To send
the pro-
ceeds of
what he
shall re-
ceive.

received, and in his disposing, touching and be-
longing to the said joynt account.

(23.) And further, that he the said G.H. shall
and will from time to time hereafter, during the
said Copartnership, endeavour what he may, the
taking up such Moneys, in the said parts beyond
the Seas, for the said joynt account, as shall be
needful, and otherwise advance and benefit the
same what he may: And also its agreed by and
between all the said Parties, that if the said G.H.
shall at any time or times hereafter, take up or
borrow at interest, or otherwise, any sum or sums
of Money for the said joynt account, that then the
said A.B. C.D. and E.F. and every of them, their
and every of their Executors and Administra-
tors, shall by these presents be liable for the pay-
ment of the said sum and sums of Money, and e-
very of them, as fully in every respect, as the said
G.H. his Executors or Administrators: And also
if in case the said A.B. C.D. and E.F. or any of
them shall at any time or times hereafter, take up,
or borrow at interest, or otherwise, any sum or
sums of Money, for the said joynt account, that
then the said G.H. his Executors and Admini-
strators, shall be by these presents liable and in-
gaged together with the said A.B. C.D. and E.F.
for the repayment of the said sum and sums of
Money, and every of them, as fully in every re-
spect, as the said A.B. C.D. and E.F. or any of
them, their, or any of their Executors or Admini-
strators.

The par- (24.) And the said E.F. for himself his Ex-
ticular cutores and Administrators, and every of them,
Cove- doth Covenant and grant to and with the
nants of said A.B. C.D. and G.H. and every of them,
E.F. To keep their and every of their Executors and Admini-
the strators by these presents, in manner and form
books of following, that is to say, That he the said E.F.
Account shall and will from time to time, and at all times
of the hereafter, during the said Copartnership, manage
trade in and keep, or cause to be managed and kept by such
England

Str-

II.
be=
hall
the
the
and
be
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and
H.
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D=
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C.F.
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e of
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em,
ini=
form
C.F.
mes
age
such
pre=

Servant, or Book-keeper, to be hired or entertained as aforesaid, just and true Book and Books of Account and Reckoning, Journal and Reiger, of all and every the Receipts, Dealings, Payments, Buyings, Sellings and Im-
ploymments of the said E. F. and the said C. D. concerning the premises here in England, in such ample manner and sort in every respect, as other Merchantes of the said Trade commonly use to do, and at the end of every six Months, that is to say, The last Day of June, and last Day of December, yearly, during the said Copartnership, perfect the said Books, and give to each of the other Partners a true ballance thereof.

Every 6. Months to give the rest a ballance of the account.

(25.) And further, that it shall and may be lawful to and for the said A. B. C. D. and G. H. and every of them, their and every of their Executors, Administrators, Servants or Assigns at convenient times, at their and every of their free wills and pleasures, to have free liberty of ingress, egress and regress into, out and from the dwelling house of the said E. F. and his Counting-house and Ware-house there, and shall, and lawfully may, freely, as occasion shall require, view and peruse all Books of Account, and all Bonds, Bills, Writings and Specialties, Goods, Wares and things whatsoever there, in the hands, custody and charge of the said E. F. touching the said joynnt Account.

Liberty for the rest to view the Accounts of E. F.

(26.) And the said C. D. for himself, his Executors and Administrators, and for every of them doth Covenant and grant, to and with the said A. B. E. F. and G. H. and every of them, their and every of their Executors and Administrators by these presents, in manner and form following, that is to say, That he the said C. D. shall and will during the said Copartnership, keep or cause to be kept true Accounts in writing of all his Receipts, Payments, Buyings, Sellings, Dealings and Doings touching and concerning the said joynnt account, and shall and will from time

The particular Covenants of C. D.

To keep Accounts.

To shew to time, produce and shew forth the same unto the said E.F. and his Servants, and the said Servant to be hired as aforesaid, whereby the said E.F. or the said Servants, or one of them may be inabled to keep the said Books and Accounts, Journal and Lieger, of all business whatsoever touching the said joyned Trade, or Account, here in England, in manner and form aforesaid.

To assist
E.F. &c.

(27.) And further, that he the said C.D. shall and will, during the time of the said Copartner-ship, be equally aiding and assisting, in all the managing and keeping of the said Books and Accounts, to be managed and kept as aforesaid, for the said joyned account here in England, within the said dwelling-house of the said E.F. as aforesaid.

To suf-
fer the
rest to
view
Ac-
counts,
&c.

(28.) And also, that it shall and may be lawful, to and for the said A.B. E.F. and G.H. and every of them, their and every of their Executors, Administrators or Assigns, at their and every of their free wills and pleasures, at convenient times to have free liberty of ingress, egress and regress into, out of and from the Dwelling-house, Counting-house and Ware-house of the said C.D. for the time being, and shall and may freely as occasion shall require, view and peruse all Books of Accounts, and all Goods, Wares, Merchandizes and other things touching the said joyned Trade, in his custody and charge.

A. B.
C.D. and
E.F. to
bear
their
own pri-
vate
charges

(29.) And the said A.B. C.D. and E.F. do Covenant and grant, each of them for himself, his Executors and Administrators, to and with the other of them his Executors and Administrators, and every of them by these presents, That they the said A. B. C.D. and E.F. shall and will respectively during the said joyned Trade, for the consideration aforesaid, bear and defray their own private and particular Charges and Expences, both for themselves and their particular Servants and Families. and likewise the particular Rents for their Houses and Ware-houses,

(30.) And

(30.) And that the said E. F. and C. D. shall Con- and will make or cause to be made, all bonds, bills, tracts, specialties and contracts whatsoever, by them re- Bonds, spectively to be taken and made, concerning the &c. in said joint account, here in England, in the joint whose names of the said C. D. and E. F. for the use of names them the said E. F. and C. D. and of the said A. B. and G. H. and that the said A. B. and G. H. their Executors and Administrators, shall by force of these presents be jointly interested in and engaged for and concerning the same.

(31.) And further it is covenanted, granted, Money concluded, condiscended, and agreed, by and be- lent by tween the said Parties to these presents, and each Copart- and every of them, by and for himself, his Ex- ners to cutors, and Administrators, doth covenant and the grant to and with the other of them, his Execu- stock.

Stock. toys and Administrators, in manner and form following: That is to say, That if any of them, the said A. B. C. D. E. F. and G. H. shall at any time or times hereafter, during the said Copart- ner-ship lend unto the said joint Account any sum or sums of Money (over and above their present stock, put in as aforesaid) into stock to be used and employed to and for the use of the said Copartner- ship, and joint Trade, during the continuance thereof, or for so long time thereof, as he or they so lending the same, or his or their respective Ex- cutors or Administrators, shall think good: That then it shall and may be lawful, to and for such of them the said Copartners, their Executors or Administrators, upon three Months warning to have, receive and take forth, out of the said joint Account, Stock and Gains, in ready Money, such principal Sum and Sums of Money, by them the said Copartners respectively lent to the said joint Account, or such Part thereof, as he or they, lend- ing the same shall think fit. And also that it shall The In- and may be lawful to and for the said A. B. C. D. terest to E. F. and G. H. or any of them respectively lend- be al- ing any sum or sums of Money, as aforesaid, for lowed. and

and during so long time, as the said Sum or Sums of Money, or any Part thereof shall remain or continue, in the account of this Copartner=ship, and not payed, or taken from thence, unto or by him, or them so lending the same, to take out of the said Account, Brooch and Gains of this Copartner=ship, and be allowed the same, after and according to the Rate of six pound the hundred yearly, for the Interest and Use of every hundred pounds, to be lent as aforesaid; and so after and according to the same Rate of six pound sterling the Year, for longer, or lesser time than a Year (or for a greater or lesser Sum) as the said principal Money lent, or any part thereof shall remain and continue, in and upon the Account of this Copartner=ship as aforesaid: The same allowance of six pound the hundred to be taken out, by every or any the said Copartners, respectively lending any Sum or Sums of Money to the said joint Account, as aforesaid, half yearly without any lett or impediment whatsoever.

Not to
ingage
them-
selves
without
consent.

(32.) And further that none of them the said Copartners, shall at any time or times hereafter, during this Copartner=ship, without the special license or agreement of the other of them first had and obtained in Writing in that behalf, enter into Bond, or become Bail or Surety to or for any Person or Persons whatsoever, for any matter, cause or thing whatsoever, not being for the proper use and accompt, of this Copartner=ship, above the Sum of One hundred pound, which shall be owing, or undischarged at any time.

Not any
of them
to use a-
ny single
trade.

(33.) Nor that any of them the said Copartners, shall at any time or times hereafter, during the said term, covertly or apparently, directly or indirectly, use or exercise any kind of Merchandize, or Trade whatsoever, to or for his, or their own private or particular use or behoof, with any Person or Persons whatsoever, The gains whereof shall not or may redound to the said Copartners, their

their Executors or Administrators, or the Survivors or Survivor of them, in case any of them, shall happen to decease, before the Expiration of the said Term of four Years, rateable and proportionable, according to the intent and true meaning of these presents.

(34.) And further, that none of the said Parties shall or will, at any time or times hereafter, during this Copartner-ship, consign or send over beyond Seas any Goods, Wares or Merchandizes whatsoever belonging to the said joyn't Account, to any place or places there whatsoever, other than what the greater number of the said Copartners shall conclude and agree upon.

Not to consign Goods beyond Sea without consent.

(35.) And that all differences arising in, about, or concerning the said joyn't trade, and the managing thereof, which shall from time to time, during this Copartner-ship arise or happen, shall be decided and concluded according to, and by the advice and direction of the Major Part of them the said Copartners.

Differences during the Copartner-ship, how concluded.

(36.) And the said A.B. for himself, his Executors and Administrators, and for every of them, doth covenant and grant to and with the said C.D. E.F. and G.H. and every of them, their and every of their Executors and Administrators, by these presents, in manner and form following: That is to say, That the said A.B. shall and will from time to time upon request, during this Copartner-ship, be aiding and assisting, what he may unto the said C.D. and E.F. in and for the taking, borrowing and advancing of any Sum and Sums of Money, for the said joyn't Account here in England by Bond or otherwise.

Covenants by A.B.

To assist in the taking up of Money.

(37.) And also, that he the said A.B. in consideration that the said joyn't business, is to be wholly acted and performed here in England, by the said C.D. and E.F. and beyond Seas, by the whole said G.H. and by such other Person or Persons, as for the time being shall be hired and employed, by allow, the &c.

A.B. in regard the rest

are to transact affair to the &c.

the said Copartners, in the said Parts beyond the Seas; where none of the said Copartners, except the said G. H. is to reside, shall and will, out of his own proper, private and particular estate, and not out of the said Account, over and above the payments and allowances by him to be payed, and allowed as aforesaid, well and truly pay and allow yearly, during the said Copartner-ship, unto the said joynt Account the Sum of, &c. of lawful moneys of England, to be payed altogether, at the end of this Copartner-ship, or at the decease of the said A. B. in case he shall happen to decease in the mean Time.

How he
Part of
such as
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ring the
four
Years
shall be
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sed.

(38.) Provided alwaies, and it is further covenanted, granted, concluded and agreed by and between the said Parties to these presents, and each and every of them, by and for himself, his Executors and Administrators, covenaneth and granteth to and with each and every of the other of them, his Executors and Administrators, by these presents, severally and respectively, that in case any of the said Copartners shall happen to decease, before the Expiration of the said term of four years, and within three Months, next after the Account shall be agreed upon, and ballanced between the said Copartners, or Survivors of them: That then the Survivor or Survivors of them the said Parties, in full of the Part and Proportion of him, or then so dying in and to the said stock of Twenty thousand pounds, and the gains, benefit and increase, thereby then gotten and arisen (Moneys lent to the joynt Account excepted) shall and will only be lyable to pay, and shall and will pay unto the Executors or Administrators of the Partie so dying, within the said term of four Years, and within three Months, after ballance of the said Account (the said Executors or Administrators first making good to the said joynt Account the charge of him so deceased) so much lawful Moneys of England, as by the last ballance of Account (then before made up and agreed

agreed upon between the said Copartners) shall be due and coming to such of them the said Copartners respectively dying as aforesaid, within six Months after such decease (the said Executors or Administrators respectively there out allowing and abating to the surviving Copartners, for and towards the losses that may happen to the said surviving Copartners by desperate and bad Debts due to the said joynt Account, so many times fifty pound of lawful Money of England, as half years or six Months of this Copartner-ship shall remain then unexpired, at the time of such decease.) And further, that in case any of the said Copartners shall decease before the End of Expiration of the said term of four Years and full three Months after ballance of Account as aforesaid: That then the Part of him, or them so dying, shall run on upon Account, and be employed by the Surviving Copartners in the said joynt Trade, until the next ensuing Time agreed by these presents for ballancing of the Account: And that the Surviving Copartners, in full of the portion, part and share, of him or them so dying of, in and to the said joynt-stock of Twenty thousand Pound, and the benefit and increase thereby then gotten and arisen (Money lent to the said joynt Account excepted) shall and will only be leable to pay, and shall pay, upon such decease, within six Months, after the Account ballanced and made up, unto the Executors or Administrators, of such of them the said Copartners (dying within the said Term of four Years, and after full three Months ballance of Account) the same Executors or Administrators first, respectively making good to the said joynt Account the charge of him or them respectively Deceased, so much lawful Monies of England, as by the said next ballance of account to be made up by the Survivors of them the said Copartners, shall justly and

Allow-
ance for
despe-
rate
Debts,
&c.

and truly appear to be due and coming to such of them the said Copartners so deceasing, as fully as if the Parties were living: the said Executors or Administrators, respectively thereout allowing and defalking unto the said surviving Copartners, for and towards the losses that may happen to the said surviving Copartners, by and through desperate and bad Debts, due to the said joynr account, so many times fifty pound of lawful monys of England as half years, or 12 months of this Copartnership shall remain then unexpired, at the time of such decease.

To save harmless Executors of Party dying.

(39.) And also, that such of them the said Copartners surviving, shall and will save and keep harmless and indemnified, the Executors or Administrators of such of them the said Parties so deceased, of and from all Bonds, Wills, Debts and Engagements, wherein and for which the Party so deceasing, at the time of his decease stood bound or engaged by virtue of this Copartnership.

The remaining Stock to proceed, &c.

(40.) And it is further Covenanted, concluded and agreed, by and between the said Parties to these presents, and each and every of them, by and for himself his Executors and Administrators, Covenanteth and granteth to and with the other of them, his Executors and Administrators respectively, by these presents in manner and form following: that is to say, That if any of them the said Parties shall decease, as aforesaid, within the said Term of four years (satisfaction for his Stock, part and share being made as aforesaid) that then the remaining Stock, with all other the said joynr Trade and Account, shall run on and continue during the residue of the said term of four years, by and between the survivors of them the said Copartners and each of them to have a ratable part and proportion of the same, and of all gains and loss thereby arising.

(41.) And further, that at the end and expiration of the said Copartnership, and term of four

four years, or within three months next ensuing, To make a perfect account and division, at the end of the Copartnership. the said Copartners being all living, or the survivors, in case any of them shall be deceased, shall and will meet and come together here in England, and adjust and make a true and perfect account, at or in the Dwelling-house of the said E. F. for the time being, or where for the time being the said joint Trade shall be chiefly used here in England, by and between all the said Parties or survivors of them, as well for and concerning all their several dealings and charges, for and about the said joint Trade and account of all such Monies, Wares, Goods, Merchandizes and Debts, that then shall be due, owing or appertaining to the said joint Trade and Account, and unto them the said Parties by reason thereof: and of, for and concerning all and every the gains, losses, profits and charges; of or by the said joint Trade arising, growing, happened or sustained, in such particular manner, as it may appear what the true state of the same then shall be, and what proportion and how much, to every of them the said Parties shall be then due, belonging or appertaining, and shall and will also within the said time or space of three Months next ensuing the expiration of this Copartnership by equal lots, or other dividend, divide all Cloaths, Wares and Merchandizes between them, then remaining unsold or disposed of, and belonging to the said joint account.

Division
of the
Wares.

(42). And, that immediately, and with all convenient speed then afterwards, all and every Debts to be paid or secured. Debts and sums of Money due by the said joint account, or by them the said Parties by reason thereof, shall be duly payed, satisfied and discharged, or otherwise equally secured by the Bonds of them the said Copartners or survivors of them, in case the said Debts cannot in convenient time be payed, as aforesaid.

(43.)

Division
of the
Debts,
and ready Mo-
ny.

(43.) And as for and concerning the remainder of the said Stock of twenty thousand pound, and all gains, profit and advantage by the Stock accruing, whether the same shall consist in Debts or ready Money, or both (the Moneys lent and added to the said Stock, by any of the said Copartners, with the interest thereof then due, being first payed and satisfied) the said remaining Moneys and Debts, being divided into equal parts and proportions, according to the number of the said Copartners, or such of them as then shall be living; the same shall by Lots cast, or some other way, as they shall think fit, be distributed to the said Copartners, or such of them as shall be then living, whereby each of them may have a ratable part and proportion of the said Stock; and of all clear gains and profit thereby arising.

Power
to Recover
Debts.

(44.) And also, that every of the said Parties, his Executors and Administrators, for the better recovery of such Debts and sums of Money, as at the end and determination of the said term of four years, shall be due and owing by reason or means of the said Copartnership: and as shall happen, or fortune to be allotted or divided, for or towards the parts or portions of the other of them: shall and will at any time, upon the reasonable request, and at the cost and charges of such others of them, to whom such Debts shall be allotted, as aforesaid, make or cause to be made unto him or them such sufficient Letter and letters of Attorney for and touching the Recovery and receipt of the said Debt and Debts, and every part thereof to the proper use and behoof of him and them to whom the same shall be so allotted and divided as aforesaid, as by such of the said Parties to whom such Debts or sums of Money shall be allotted or divided, his or their Executors or Administrators, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required.

(45.) And it is expressly condescended and agreed by and between the said Parties to these presents, and each and every of them, by and for himself, his Executors and Administrators doth Covenant and grant to and with each and every of the other of them, his Executors and Administrators, by these presents, in manner and form following: that is to say, That no right of Survivorship shall take place or effect, or be put in ure, in or for any matter or thing, touching or concerning this joynnt Trade, or occupying against any other of them, or any of their Executors or Administrators, but that it shall and may be lawful, to or for any of the said Parties, to leave, devise and bequeath, in and by his last Will and Testament, or otherwise, all his said part, portion and share, of and in the said stock and gains, according to such dividend as is aforesaid, and the true intent and meaning of these presents.

(46.) And moreover, that if any ambiguity, doubt, question or controverſie, at any time or times hereafter, shall happen to arise or grow between the said Parties, his or their Executors or Administrators, or any of them, for, touching, or concerning the said Copartnerſhip, or any matter or thing in these presents contained, or otherwise howsoever touching the same, that then and so often, each and every of the said Parties, his Executors and Administrators, for his and their parts upon request, to each of them, his or their Executors or Administrators to be made, by the Party or Parties grieved, shall and will from time to time, commit the ordering, hearing and deciding of such ambiguity, doubt, question or Controverſie, to such indifferent men, being Merchant-Adventurers, as shall be named by the said Parties: that is to say, Each of them one; and shall and will stand to and abide such order and direction therein, as by such men shall be made and ſet

Determination of Controverſies.

down in the premisses in writing under their hands and seals, within one month next after notice of any such doubt, ambiguity, question or Controversie unto them made or given: And if such persons cannot agree nor make and set down any such order and direction, within such time as is before limited, that then and so often in every such case, each and every of them the said Parties his Executors and Administrators shall and will stand to and abide such order and direction, touching and concerning such ambiguity, doubt, question or controversie, as by the Governour of the Company of Merchant-Adventurers here in England, for the time being, shall be made and set down within three Months next after such time, as Petition or Suit, by the said Parties or any of them, to the said Governour in that behalf shall be made.

None
to be
charga-
ble for
another's
offence

(47.) And further, it is condescended, concluded and agreed by and between the said Parties to these presents: and their true intent and meaning is, That none of the said Parties, nor the Executors or Administrators of any of them, shall at any time or times be charged or chargable by virtue of these presents, or any Covenants, matters or things herein contained, further than that every of them the said Parties, his Executors or Administrators shall stand or be charged, for his and their own proper offence and breach of Covenant, and not for the offence, or breach of Covenant of any other of the said Parties, his Executors or Administrators; any thing before contained to the contrary notwithstanding.

None to
do any
act to
defeat
the true
meaning
hereof.

(48.) And finally, that none of them the said Parties, nor any of their Executors or Administrators, shall or will, at any time or times hereafter, make, do, commit, or omit to be done, wittingly or willingly, any act, deed, demeaning vice or thing whatsoever, to the end or intent to defeat

defeat or defraud in part, or in all, the true intent and plain meaning of these presents.

In witness, &c.

Another form of Copartnership between four Citizens, touching Merchandizing: forraign and domestick.

(49.) **T**his Indenture made, &c. Between A. B. of, &c. on the first part, C. D. of, &c. on the second part, E. F. of, &c. on the third part, and G. H. of, &c. late Servant of the said A. B. on the fourth part: Witnesseth, that the said A. B. C. D. E. F. and G. H. in consideration of the trust, confidence and good opinion, which every one of them the said Parties formerly had, and yet hath and reposeth in the other of them: Have joined together to be Copartners in the Trade of Merchandizing: that is to say, In buying; selling, uttering, vending and retayling of all sorts of Wares, and other kind of Business to the Trade of a Merchant, incident, belonging or appertaining. And the said Copartnership to continue between them, from, &c. for and during the term and space of three whole years, from thence next ensuing, and fully to be compleat and ended (if all the said Parties shall so long live.)

Their
con-
junc-
tion in
Copt-
nership.

Time of
continu-
ance.

Several
Stocks

(50.) And to that end, intent and purpose, they put into the said A. B. C. D. E. F. and G. H. have before the day of the Date of these presents, delivered into a Schedule, Stock [to be used and employed in the said trade consisting in of Merchandizing, as well in the Territories of England, as elsewhere in several places in Wares, the parts beyond the Seas] in Money, Cloth, Money,

put into
a Sched-
ule,
consi-
sting in
Wares,
&c.

wares, Debts, Merchandizes adventured abroad and here in England, such several Stock and Stocks, and sum and sums of Money, as are specified and expressed in a Schedule Incited to these presents annexed, of the peculiar and proper Stock severally put in by, and severally belonging to each one of the said Parties, for their several quantity and proportion being in the said Schedule severally and distinctly set down, mentioned & declared as by the same more fully doth appear.

To continue Copartners during the time.

(51.) It is now Covenanted, granted, concluded and fully agreed, by and between all the said Parties to these presents: And each one of the said several Parties for himself respectively, and for his several Executors and Administrators, do and doth severally and not jointly, nor one of them for the other, Covenant and grant to and with each and every other of the said Parties, and their several Executors and Administrators by these presents, in manner and form following: that is to say, That every and each of the said Parties, shall from time to time, during and by all the said space of three years (if all the said Parties shall so long live) continue and abide together, as joint occupiers and Copartners, and that every and each of the said Parties shall from time to time, during all the said term (if they shall so long live) do their and every of their reasonable endeavours and diligence, by all the wares, labors and means that each of them can to the uttermost of his power, wit, skill and knowledge, to and for the benefit, profit and advantage of the said Copartners, with all or so much of the said Stock as shall in any manner of wise come, or be committed to each one of their several charges, dispositions and Government, and the gains and increase thereof.

To use their best endeavours to advance the Stock.

Division of the Trade

(52.) And it is agreed by and between all the said Parties to these presents, and their true intent and meaning, is, That the said C. D. shall manage the business and affairs for, &c. [naming the

the places] in the parts of Spain, during the good liking of the said A. B. and there for the most part reside and have his continuance and being. And that the said G. H. shall manage the business and affairs for Stoad, Germany and those parts, during the good liking of the said A. B. and there he for the most part to reside, and have his continuance and being: and the said A. B. and E. F. shall manage the business and affairs for England.

(53.) And it is covenanted, granted and agreed by and between all and every the said Parties to these presents: That all such gains, profit and increase, as God shall send, and as shall grow and arise by reason of their said Trade, and joynt occupping, as aforesaid, shall be from time to time, during the said joynt occupping, equally and indifferently parted and divided in manner following: That is to say, to every one of the said Parties, their Executors and Administrators, a just equal and rateable Part and Proportion, in and upon every hundred pounds, rateable by and proportionably according to the quantity of each ones several stock, by them severally put in, and appearing in the said schedule, for his and their Part, of the gains, profit and increase that the same shall amount unto, and also of all such hurt, loss and detriment, as shall happen by the said joynt occupping, by evil debtors, loss of Adventures, or otherwise, which shall be equally born and sustained, without fraud or covin, by the said Copartners in their several Parts and Proportions of the said Stock, according to the manner and form, of the Dividend of the gains aforesaid.

(54.) And it is covenanted, granted and agreed by all and every of the said Parties to these presents, and each one of the said Parties respectively for himself, his Executors and Administrators, do and doth severally and not joyntly, covenant, promise, grant and agree, to and with each

To have
equal
Part of
loss and
gain.

The
keeping
of the
Books
of Ac-
count.

bery and each other of the said Parties, his and their severall Executors and Administrators, by these presents, That there shall be had and kept from time to time during all the time of their joynt occupying, and Copartnership together, as aforesaid, as well for the Accompt and Affairs here in England, as likewise for the severall Accompts and Affairs, severally beyond the Seas, perfect, just and true Books of Accompts, and Acknowledgings, of all the said whole Trade and Dealing, as much as is in each ones power and charge severally, or in the power of two joyntly, and as relating to and concerning that place or places, and the business and affairs thereunto applying, wherein or whereunto he or they shall be used or imployed, or which shall be had, used, or occupied, by reason of the said joynt Tradeing: And that the said A.B. and E.F. shall have the custody and keeping of the Books of Account for England, and of all things concerning the trade for, or in England: And the said C.D. shall have the custody and keeping of the Books of Account, for and concerning the said Trade in Spain: And that the said G.H. shall have the custody and keeping of the Books of Account concerning the trade in Stroud and Germany: And that every of the said Books shall be according to each ones Power, justly and truly kept, and therein entred and set down all Summes of Goods, wares and Merchandizes whatsoever, either bought or sold, by meanes or reason of the said Copartnership, and joynt occupying, with all Debts thereof, or therefore from time to time to be made, together with all the gains, profit and increase, that God shall send, and shall come or arise of, from, or by reason of the said joynt occupying, and also of all costs, charges, losses and expences, as are or shall be expended, disbursed, layd forth, had or suffered, by any waies or means, by reason of the said joynt occupying, which said Books shall be used in Common, to and for the use and be-
hoof

hoof, of every and each of the said several Parties, their and every of their several Executors and Administrators to have free Access and Recourse unto, without the lett or interruption of each other, or the Executors, Administrators or Assigns of each other.

(55.) And also that every and each of the said Parties shall from time to time, during all the time of their said joynt occupping and Copartnership together, as aforesaid, shew and make privy unto the other, and such of the Servants and Apprentices of each other, that shall attend upon the said Trade, the Particulars of all the affairs and dealings of the said Trade, or that are needful and necessary thereabouts to be made known and manifest.

(56.) And also that every and each of the said Parties twice in every Year, yearly during the said Term, or oftner, if need require, at or upon the reasonable request of any of them unto the other, shall and will to the best and uttermost of each ones power and knowledg, and as much as in them, or any of them lyes, make, yield, render and perfect unto every and each other, or to the Executors and Assigns of every and each other, at or in the City of London, a just true and perfect Account and Reckoning, of all the said Stock and Stocks, in the said schedule mentioned, of all such Goods, Wares, Merchandizes, and ready Money, as at any time hereafter, during the said joynt Trade and occupping, shall come to any of their several hands, occupping, custody or governance, or to the hands of any other Person or Persons, to their or any of their several or joynt uses, or by their or any of their several or joynt deliberies or appointments, or by the delivery or appointment of any the Factors, or Servants of them, or any of them, by reason of the said joynt occupping: and also of all the Gains, Profit and Increase that God shall send of the same Stock and Stocks, Goods, Wares,

Wares, Merchandizes, and ready Money, or otherwise, by reason of the said joynnt occupying: And also of all such debts and duties, as shall be owing to the said Parties, or any of them, and by them, or any of them, to be owing to any Person or Persons, by reason of the said joynnt occupying, and that upon the perfecting and finishing of every such Account, all the said Parties, their Executors and Administrators, shall subscribe their Names to the same; Witnessing, each ones Consent and Agreement thereunto, for avoiding of all Doubts and Questions, which otherwise might happen to ensue,

Free re-
course
to the
Books of
account.

(57.) And further, That it shall and may be lawful to and for every and each of the said Parties, and the Executors, Administrators, Servants, Factors, and Assigns of them, and every or any of them, at all convenient and seasonable Time and Times, during all the time of their joynnt occupying, at the Liberty and Pleasure of any of the said Parties, their or any of their Executors, Administrators, Factors or Assigns, to have Access, and Recourse, to the Books of Account and Reckoning, and to the Notes and Remembrances appertaining to the same, any wise touching or concerning the said Trade and joynnt Occupying, and to search, peruse and examine the same for the better tryal and finding out and discovery, how and in what sort and condition, the said Trade and joynnt Occupying doth and shall from Time to Time proceed and stand.

Bills and
Con-
tracts
beyond
Sea, in
whose
name.

(58.) And it is further Covenanted, concluded and agreed by and between the said Parties to these presents, and every one of the said Parties before-named, for himself respectively, and for his several Executors and Administrators, do and doth severally and not joynntly, promise, grant and agree, to and with the other of them, his and their Executors, Administrators and As-
signs,

signs, by these presents, That no Bill, Writing, Contract or Bargain shall be made at any time, during their said joyn't occupying together in the parts beyond the Seas, for any matter touching the said joyn't Trade, otherwise than in the name of the said A. B. if the same with reasonable conveniency may be done: And that there shall no private occupying or trade of Buying or Selling be had, used or occupied by any the said several Parties, their Factors, Servants and Apprentices, or any of them, or by any other, to or for their or any of their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Copartnership, to the hurt or injury of the said joyn't trade, other than such, as that the gains, Commodity, advantage and profit thereof, shall equally be to the use of them the said A. B. C. D. E. F. and G. H. proportionably, according to the rate and proportion of their several Stocks before-mentioned: saving that it shall and may be lawful to and for the said A. B. at his liberty and pleasure, with his overplus of Stock at any time or times during this Copartnership to use a trade to and for the East-Indies: And saving that it shall and may be lawful, to and for all the said Parties, during the term of their said joyn't Trade to deal with and for other men, with whom they shall in no wise have any Partnership: and which shall not hinder or any way prejudice the said joyn't Trade: and to receive the Factorship for such their dealing to their own proper uses: any thing herein before contained to the contrary notwithstanding.

No private Trade to be permitted.

Exception.

(59.) And it is further Covenanted, granted Account concluded and agreed, by and between the said to be Parties to these presents: And each one of made at the said several Parties for himself respectively, the end and for his several Executors, Administrators of the and Assigns, do and doth interchangably, and Copartnership, respectively, and not jointly, Covenant, grant
and

and agree to and with the other of them, his Executors, Administrators and Assigns, by these presents, That they the said A. B. C. D. E. F. and G. H. their, and every of their Executors and Administrators, shall and will within the space of three Months, next ensuing the end, determination or dissolution of the said Copartnerhip, whether the same be by expiration of the said term of three years, or by the death or decease of any the said Parties, which soever of the same shall first happen, at the request of every or any of them unto the other, or the Executors or Administrators of any of them, unto the other, make, yield, render and perfect every one of them unto the other, at the now dwelling house of the said A. B. situate in, &c. a just, true, perfect and final account and reckoning, in writing, to the uttermost of every and each mans power, and knowledge of all and every the said Stock and Stocks mentioned in the said Schedule, and of all the gains and increase, loss and damage, which God shall send, and which shall grow or be to the same; and of all Goods, Wares, Merchandizes and Commodities, before that time, had, bought, sold, or dealt in, with the said Stock and Stocks, and gains aforesaid: and of all Debts, made and being due, sum and sums of Money, received and payed out by means, or in respect of the said joynr Trade; and generally of all Buying, Bargaining, Selling, Trading and Merchandizing by the said Parties, or any of them, with the said Stock and Stocks, and gains and increase thereof aforesaid.

Divi-
dend to
be made.

(60.) And, that then upon the perfecting and finishing of the said final account, so, as aforesaid, to be made and done [the Debts, Duties and other Charges to be then owing or payable by the said Parties, or any of them, for, and in respect of the said joynr Trade, being then first and before all things there-out, payed, deducted and allowed, and likewise the losses, if any be, to be in like proportion born and sustained] all
and

and every the Stock and Stocks in the said Schedule mentioned, then remaining, and the Gains and Increase, which God shall send, and shall appear to become and growing thereof, or by reason of the Trade aforesaid, whether the same shall consist in Honey, Wares, Debts or otherwise, shall be indifferently parted, shared, payed and divided, to and amongst the said Parties, their Executors and Administrators in kind proportionably and ratably, without fraud, deceit or diminishing in that full measure, as each ones several Part shall justly and truly, in a true reckoning and computation thereof arise and amount unto upon every hundred Pounds, thereof, according to the quantity of each ones several Stock and Stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these presents.

(61.) And that such Part and Portion of the Debts said Stock and Gains, as shall upon the perdue how setting of the said final Account appear to be and to be consist in Debts and Duties due and owing to the disposed. said Parties, or any of them, shall also from time to time, as the same or any of them shall be recovered or gotten in by the said Parties, or any of them, be also parted, shared and divided to and amongst the said Parties, according to the like Order, Rate, Division and Proportion, as is before herein expressed and set down: And that Each to the said Parties, and every of them, their Executors and Administrators, immediately upon best endeavour the perfecting and finishing of the said final account, partition and division, as aforesaid, shall and bear and will do their, and every of their Endeavours, a ratably by all the lawful wayes and meanes, that they part in or any of them, may or can, for the more speed recovery and getting in of all and every the said several Debts and Duties, from time to time to for getbe due or owing to them, or any of them, as parting in of the Gains, and Stock aforesaid: and that of Debts.
the

the charges of suing for and getting in of the said Debts and Duties, from time to time, shall be born and payed, by all the said Parties rateable, according to the quantity of their several Stocks and Gains aforesaid.

No right of Survivorship to take place (62.) And that if it shall happen, any of the said Parties, to dye or depart this life, during the said Copartnership: That then in any such case, no right of Survivorship or Survivorship, shall hold or take place, or be by them, or any of them challenged, claimed or demanded in any wise, but that they the said Parties, and every of them, shall and may lawfully give, devise, dispose and distribute his and their Parts and Portions of the said Stock and Stocks, wains and Increase to them severally and properly to belong, and be due and belonging by the true intent and meaning of these presents, by their or any of their last wills and Testaments, or by any other guile or device, as fully and amply, as they or any of them could or might do, of their own proper Monies or Goods, not pertinent to this joint Trade or Account: And likewise that the Executors and Administrators of every such Person and Persons so dying may have and enjoy his and their full rateable Part and Portion of the Stock and Stocks aforesaid, and of the Gains and Increase thereof according to the true intent and meaning of these presents, without any lett, trouble, hinderance or interruption of any other of the said Parties surviving: any Usage, Law, Custom, or other impediment to the contrary thereof notwithstanding.

To assist each other in obtaining their Parts. (63.) And that all and every the said Parties before mentioned, their Executors and Administrators, at all times during the continuance of the said Copartnership, and afterwards until the end of the whole business shall be fully finished, and brought to perfection by all the good ways that they possibly can, shall be aiding and assisting unto each other their Executors and Administrators

strators, for the obtaining and speedy getting of every and each ones private and particular Part and Portions, to him or them to be due, upon the Partition or Division aforesaid, and that without fraud or covin.

(64.) And each of the said Parties for What to himself; his Executors and Administrators, be al- both covenant and grant to and with the lowed other of the said parties his and their Ex- upon cutors and Administrators, by these presents, the joynt That it shall not be lawfull, for the said Parties, Stock, at any time during the said Copartnerhip, or a- What ny of them, to take out or diminish any Part of not ? the said joynt Stock, or any the Gains or In- crease thereof, other than such Sum and Sums of Money, as hereafter in and by these presents, is licensed and allowed: And that no charge shall in any wise be put to the Account of the said Co- partnerhip, but such as shall be for the merchan- dizing in Trade, and occupying of the Stock and Stocks aforesaid, and the Gains and In- crease that of and concerning the same shall come, arise or increase [unless it be for convenient House-room, and Warehouse-room in the parts be- yond the Seas, and for the suing for, and get- ting in of Debts and Duties belonging to the said joynt Trade, and other necessary Charges belonging to Merchandize behoofeful for their joynt occupying, which are to be born by the ge- neral account of the said joynt Trade.] And that the Charges of Warehouse-room, Dyet, Lodging, and such like, for the time any of the said Parties shall be within the Citie of Lon- don, during the time of the said Copartnerhip, shall be upon the particular and sole Charge of the said A.B. his Executors or Administra- tors.

(65.) And it is Covenanted, granted, concluded and agreed by and between all the said Parties to these presents, and each one of the said Parties for himself respectively, and for his several Ex- cutors

Allow-
ance to
Copart-
ners.

cutors and Administrators, do and doth Covenant and grant by these presents, that he the said C. D. by way of further Recompence, his Executors and Administrators shall every year, for and during all the time of the said Copartnership, be allowed out of the said joynt Stock, and general account, the sum of One hundred eighty four pounds per annum, of lawful Monies of England, over and above all other his gains and allowance herein before-mentioned: One hundred pound yearly whereof, it shall and may be lawful to and for the said C. D. to take out of the said joynt Stock, to use, spend, bestow and convert, at his own free will and pleasure, and that he the said C. D. shall leave yearly the residue, being the sum of Eighty four pounds, to rest, remain and run to and in use, to and with the said general Stock, during the said Copartnership, the profit and loss of which said Eighty four pounds to be divided to and amongst the said Copartners in like manner, according to the division and proportion of their several Stocks aforesaid: and the said Eighty four pounds yearly, together with so much of the said yearly sum of One hundred pounds not formerly taken out, at the end and determination of the said Copartnership shall be to the said C. D. his Executors and Administrators, fully satisfied and payed, or otherwise by him the said C. D. his Executors and Administrators, out of his account to be deducted and defalked: and that the said G. H. his Executors and Administrators, by way of further recompence yearly, and every year, for and during, &c. *pro ut supra* for C. D. [and so for the rest.] Any matter or thing before in these presents contained, to the contrary in any wise notwithstanding.

The manner of composing differences.

(66.) And finally, it is Covenanted, granted and agreed by and between all the said Parties to these presents, That if it shall fortune any Variance, suit, difference, doubt, controverſie, discord,

disoord or contention to happen, grow or be moved, by and between the said Parties or any of them, or the Executors or Administrators of them or any of them, for, upon or by reason of the said Trade, and joyned occupying, or any matter or thing thereupon depending, or upon or by reason of any matter or thing in these presents contained or exprest, That then and so often from time to time as the same shall happen, and before any suit, arrest or trouble, shall be attempted or begun by them or any of them, against the other, All and every the said variances, differences, strifes, doubts, controvertes and contentions, shall from time to time be referred and submitted to the hearing, order, award and determination of four honest Persons, being of the Company of Merchant-adventurers of England for the time being, whereof one shall be chosen by the said A. B. his Executors or Administrators, one other by, &c. [naming the rest] as Arbitrators, in and for all and every the premises, if they shall be content to undertake the variances, strifes and contentions so to them to be referred within the space of one month next after such reference and submission to them made: And further, that they the said A. B. C. D. E. F. and G. H. and every of them, their and every of their Executors and Administrators respectively, for their severall and particular parts, shall and will from time to time stand to, abide, obey, perform, fulfil and keep all and every such end and ends, determination and judgment, as by the said four Persons so, as aforesaid, to be chosen, shall from time to time be had, made and given in writing, for and in behalf of the said Parties, as touching any the variances or differences aforesaid.

In witness, &c.

Another

*Another form of Copartnership between
two Sales-men, as to matters here in
England only.*

One lets
part of
his
house
to the
other.

By way
of Cove-
nant.

(67.) **T**his Indenture made, &c. Between A. B. of the one part, and C. D. of the other part: whereas the said A. B. is p^{re}sent by Lease for divers years yet to come, of, and in all that Messuage, or Tenement, with th' appurtenances, called by the name of Kings-T^{ri}ngs, situate and being in Birch^{ing}-lane, London, now in the occupation of the said A. B. And whereas the said Parties are agreed to be Copartners in the Tr^{ade} or Trade of a Salesman, and in buying and selling of Apparels, and other things belonging to the said Trade.

(68.) Now witnesseth these presents, that the said A. B. for himself, his Executors, Administrators and Assigns, doth Covenant, promise, grant and agree to and with the said C. D. his Executors, Administrators and Assigns by these presents, that he the said C. D. shall have, hold and enjoy the several Rooms hereafter mentioned, being part and parcel of the said Messuage: That is to say, &c. [naming the Rooms] And also free liberty of ingress, egress and regress to and from the said Rooms, and premises, at all convenient and seasonable times, for the term of three years, commencing from the feast day of St. Michael Th' archangel next ensuing the Date of these presents: paying and paying therefore yearly unto the said A. B. his Executors, Administrators and Assigns, the yearly sum of Ten pound of lawful Moners of England, at four usual feasts or terms in the year, that is to say, &c. by even and equal portions. And the said C. D. for himself, his Executors and Admin-
istrators

ministrators, doth Covenant and grant to and with Liberty the said A. B. his Executors and Administrators to view by these presents, That he the said C. D. shall the re- and will from time to time, during the said term, parati- permit and suffer the said A. B. and all those of ons, whom he holdeth the said Messuage, their Heirs, Executors and Assigns, and their workmen to enter, and come into and upon the several Rooms aforesaid, to view, search and see the estate of the same.

(69.) And this Indenture further witnesseth, That the said A. B. and C. D. for the good liking and opinion, and special trust and confidence which each of them hath and reposeth of, and in the other of them, and for the advanceing of their Estate, are contented and agreed, and do by these presents Covenant, grant and agree, each of them to and with the other of them, his Executors and Administrators, that they the said Parties shall be and continue Copartners together, and joyned dealers in the Art or Mystery of a Sales- man, and the making and selling of all sorts of Apparel for Men and Women, and in the buying and selling of all things thereunto incident and belonging, from the Feast day of Saint Michael Th'archangel, next ensuing the Date of these presents unto the end and term of three years, from thence next ensuing, and fully to be compleat and ended (if the said Parties shall both of them so long live:) the said Copartnership to be kept and used in the Shop and Ware-house belonging to the above-named Messuage.

Cove-
nant to
be Co-
partners
for three
years.

(70.) And for the better managing of the said joyned Trade, they the said Parties to these pre- sents, have agreed to make up, bring in, and put together the sum of Four hundred pounds of law- ful Monies of England: of which said Stock, the said A. B. is agreed for his share and part, to bring in the sum of Two hundred pounds of lawful Monies of England; and the said C. D. is agreed to bring into the said Stock for his

The
Stock
to be
brought
in by
each.

part and share of the said joynt Stock, the like sum of Two hundred pounds of like lawfull Monneys of England, being the residue of the said Four hundred pounds, and they the said Parties shall and may bring, and put into the said joynt Trade, such further addition of Stock, as they the said Parties shall think fit. It is now therefore Covenanted, granted and agreed, by and between the said Parties to these presents, and each of them by and for himself, his Executors and Administrators, both Covenant, promise, grant and agree, to and with the other of them by these presents in manner and form following: that is to say, That each of them the said Parties shall and will, on or before the sixth day of, &c. now next ensuing, bring and put into the said joynt Stock and Trade, each the sum of Two hundred pounds a piece, as aforesaid, bring his said respective part and share of the said joynt Stock.

Employment of the Stock.

(71.) And that the said joynt Stock of Four hundred pound, and such further addition of Stock as they the said Parties shall bring and put into the said joynt trade, and all the proceed, gains and increase, which shall be acquired or gotten, by reason or means of the employment of the said joynt Stock, and additional Stock in the said joynt trade (except a weekly allowance of Thirty Shillings to each of them the said Parties for their particular Household expences, to be taken out of the said gains) shall be from time to time, during the said Copartnership, continued, used and employed in the said Copartnership and joynt Trade, to and for the use, benefit and behoof of both the said Parties to these presents, as is here-under mentioned, and shall not be taken out, converted, used or employed by either of the said Parties, to or for any other use, intent or purpose whatsoever.

(72.) And

(72.) And, that each of them the said Parties Both to shall from time to time, during the said Copart- endeavour-
nership, diligently apply and endeavour himself your to
in the managing of the said joynr trade, and to advance
advance the same, and the gains and increase the
thereof, for the equal benefit and advantage of Trade.
both the said Parties: Where

(73.) And that neither of them the said Par- the
ties, shall use the said Trade in any other place, Trade
but only in the said Welluage, during the said shall
Term, nor shall use or exercise the said Trade, with be used.
any other Stock, but only for the benefit of both Each to
the said Parties: And that each of the said be true
Parties shall be true, just and faithful to the o- and
ther of them, in all his Buyings, Sellings, faithful
Dealings, Doings and Employments, in and to the
about the said joynr Trade, and that each of the other.
said Parties shall and lawfully may take out of Each to
the said joynr Stock and Gains, and have the have
weekly Sum of thirty Shillings for his particular thirty
charges of House-keeping. Shillings

(74.) And that the said joynr Trade shall be a Week.
managed and driven, and all Buyings, Sales, All
Receipts, Payments, Bills, Bonds, Special- transac-
ties and other Assurances to be had, made or ta- tions to
ken for any matter or thing touching the said joynr be in
Trade shall be from time to time, during the said both
Copartnership, entered, had, made and taken in their
the joynr names of both the said Parties to these names.
presentes.

(75.) And that neither of them the said Par- Neither
ties shall at any time during the said Copartner- to be-
ship, become bound or bail, or surety, or other- come
wise ingage himself with or for any other Person bound
or Persons, for any Debt or Duty, Matter or with any
Thing not concerning this Copartnership, with- other
out the license or consent of the other of the said Person.
Parties first had in that behalf in Writing under
his hand: Nor shall at any Time during the said
Copartnership compound, release or discharge any
Debt or Duty, which shall be due or owing to the

Nor to said joynt Trade: without the consent of the other of them the said Parties first had in that behalf: Other than so much thereof as shall be brought into the said joynt Stock, within four Dayes next after such Release made or given for the same.

(76.) And that the joynt or additional Stock aforesaid, or any of the Gains or Increase thereof, shall not at any Time, during the said Copartnership, be attached, seized, extended, or taken in execution, for or in respect of the private or particular Debt or Debts, Duty or Duties of either of the said Parties not concerning this Copartnership: But that such private and particular Debt and Debts, Duty and Duties shall be payed and satisfied by him or them the said Parties whose Debt or Duties the same is or shall be out of his own particular State not included in the said Copartnership.

Not to retain Apprentices without consent.

(77.) And that neither of the said Parties shall at any time during the said Copartnership, retain or keep any Servant or Apprentice to be employed in the said joynt Trade, without the consent of the other of them the said Parties first had and obtained in that said behalf.

Not to sell upon trust without consent

(78.) And that if either of the said Parties shall at any time hereafter, sell or deliver upon Trust or Credit, any Wares or Commodities, of or belonging to the said joynt Trade, without the Consent of the other of the said Parties, then such of them the said Parties, which shall sell or deliver the said Goods or Wares, shall within six Months next after such Sale or Delivery made, pay in unto the said joynt Stock so much of lawful English Money, as each and every such Parcel of Wares shall be sold for, if the Person or Persons to whom such Sell or Delivery shall be made, shall not in the mean Time pay and satisfy for the same.

(79.) And

(79.) And further it is agreed by the said A. B. Dis-
 charge
 of Al-
 selfment
 for the
 Messu-
 age.
 that he the said A. B. shall and will from time to time during the said Copartnership, at his own
 costs and charges bear pay and discharge, all
 Tithes or other Duties due and payable to the
 Parson for the aforesaid Messuage, and all Asses-
 sments for relief of the Poor of the Parish, so that
 the same Assessments exceed not more than the said
 A. B. now payable and is assessed for the same.
 And moreover it is mutually condescended and a-
 greed by and between the said Parties to these
 presents: and each of them for himself, his Ex-
 ecutors and Administrators doth covenant and
 agree to and with the other of them, his Execu-
 tors and Administrators by these presents: That
 each of them the said Parties shall from time to
 time, during the said Copartnership, have a se-
 veral and equal Part, Right, Title and Interest
 in and to the said joint Stock, and Proceed of
 the same, and in and to all and every the Gains
 and Increase, which shall be made, raised or got-
 ten in, by reason or means of the said joint trade:
 That is to say, the said A. B. in and to the more-
 ty, or one half Part thereof, and the said C. D.
 in and to the other Moety, or one half Part there-
 of: And that each of them the said Parties, his
 Executors and Administrators shall and may at
 and upon the Dissolution of the said Copartner-
 ship have, receive and take his said respective
 Share and Part of all the said Premises, to his
 and their proper use and behoof for ever, in such
 manner as hereafter in these presents is mentio-
 ned and set down, without any lett or interrup-
 tion, of or by the other of them the said Parties,
 his Executors or Administrators: and without
 any benefit or advantage to be taken by Survi-
 vorship, or by either of the said Parties surviv-
 ing the other of them: any Law, Usage or Custom
 of Survivorship to the contrary thereof in any
 wise notwithstanding.

The di-
 vidend
 of the
 stock
 and
 gaines.

No ad-
 vantage
 by Sur-
 vivor-
 ship.

Losses
equally
born,
and
charges.

(80.) And that all Debts and Duties which shall be owing by them, the said Parties, touching the said joynt Trade, and all Losses by bad Debtors [other than such as shall be trusted by either of them, without the consent of the other of them the said Parties] Decay in Wares, or any other inevitable accident, and all charges and expences for repairing of the said house and Shop, and all other charges necessarily arising for any matter or thing touching the said joynt Trade: shall be from time to time during the said Copartnership, born, sustained and payed by and between the said Parties to these presents, equally out of their said joynt Stock and Gains.

To keep
shop-
books.

(81.) And moreover, That they the said Parties shall from time to time during the said Copartnership, at their own charges provide, have and keep sufficient and competent Books of Account and Reckoning in writing to be always remaining in the said Shop; wherein they the said Parties shall from time to time, write down and enter, or cause to be written down and entered, the true Particulars of all such Goods, Wares and Merchandizes, that shall be bought or sold, brought in or delivered out, in or touching the said joynt Trade, and of all Sum or Sums of Money, that shall be received or payed, together with the names of all Persons, unto or from whom any such Goods, Wares or Monies, shall be received or payed, and all other circumstances of Time and Place any wayes conducing to the manifestation of the State and Proceeding of the said Trade: And that each of them the said Parties shall and may from time to time, during the said Copartnership, have free Access and Recourse unto the said Books of Account, to read, peruse, examine and copy out the same at his Will and Pleasure.

(82.) And

(82.) And further, That they the said Parties, shall yearly and every year, during the said year to Copartnership in the Month of September joyn perfect in Account together at the said Shop: and then and the ac- there to make, cast up, and fully finish a true, just, compt. plain and perfect Account and Reckoning in writing of, for and concerning the said joynt Trade; and of and for all Moneys, Wares, Goods, Debts, and other Estate whatsoever, which shall be then in Copartnership between the said Parties, or jointly owing or belonging to them, and upon the finishing of every such yearly Account, they the said Parties shall write and enter, or cause to be written down, and entered into two feberal Books of Account, the true Particulars of every such Account, and shall subscribe their Names in the said Books, at the foot of every such Account entered therein: and upon the subscription of their Names, as aforesaid, each of the said Parties, shall and may have and take to his own use one of the said Books subscribed as aforesaid.

(83.) And furthermore, that at the end of the The said Term of three years, if they the said Parties shall be both then living, they the said Parties shall joyn in Account together at the Shop final account. aforesaid, and shall then and there make, cast up and fully finish between them a true, plain, perfect, and final Account and Reckoning in Writing, of, for and concerning the said joynt Trade, and of, and for all Moneys, Wares, Goods, Debts and other Estate whatsoever, which shall be then in Copartnership between the said Parties, or jointly owing or belonging to them, by reason or means of the said joynt Trade: And of all Debts and Duties, which they the said Parties shall then owe to any Person or Persons.

To pay
Debts,
and di-
vide the
remain-
der.

Neither
to re-
lease a
Debt as-
signed
to the
other,
&c.

Each to
autho-
rize the
other to
sue, &c

If either
die du-
ring the
three
years;
The Sur-
vivor to
take all;
paying
for a
moiety
to the
Execu-
tors of
the o-
ther.

(84.) And upon finishing of the said account, they the said Parties shall forthwith satisfie or take order for the speedy satisfying of all and every the said Debts and Duties, so by them owing: and shall also thereupon make a just and equal partition, allotment, assignment and division between them the said Parties, of all the then residue and remainder of their said partible or joynt Stock and Estate, and increase thereof: [That is to say, One moiety or half part thereof unto the said A. B. to his own proper use, and the other moiety or half part thereof unto the said C. D. to his own proper use.]

(85.) And after such partition, division, assignment and allotment so made, neither of the said Parties, his Executors or Administrators, shall, without the consent of the other of them, receive, release, compound or discharge any debt or duty, which is or shall be assigned or allotted to the other of them respectively, but that each of them the said Parties, his Executors and Administrators, shall from time to time sufficiently authorize the other of them the said Parties, his Executors or Administrators, upon his or their request to sue for, recover, receive and take to his and their own proper use, all and every the debts and duties, which shall be allotted to him or them the said Parties, his Executors or Administrators respectively, making such request.

(86.) And further, that if either of the said Parties shall happen to decease before the end of the said three years, and after any yearly account shall be made between them the said Parties, touching the said joynt Trade, That then the Survivor of them the said Parties, shall have and take to his own proper use, all the Moneys, Goods and Wares, which shall be belonging to the said joynt Trade and Copartnership, at the same rate and price the same Goods and Wares did cost, and also all Debts and Duties which shall be then due and owing to the said joynt Trade,

Trade (except such of them as were trusted by the said deceased Party, without the consent of the said Survivor:) And in consideration thereof, the said Survivor, his Executors or Administrators, shall pay, or cause to be payed to the Executors or Administrators of the Person so first dying at the Shop aforesaid, so much lawful Money of England as the part and share of the Party deceasing, of, and in all the said Debts that shall be then owing to the said joint Trade, that were accounted good and spirate Debts: and of, and in all the Monies, Goods and Wares of the said joint Trade, did, or shall clearly come and amount unto, by and upon the said yearly Account made between the said Parties, next before such decease (the Debts owing by the said joint Stock being allowed for, and defalked out of the said whole Estate:) The same Monies to be payed to the Executors or Administrators of the said Party deceased, as followeth: That is to say, One third part thereof at the end of four Months, next after such decease, one other third part thereof at the end of eight Months, next after such decease, and the remaining third part thereof, at the end of twelve Months next after such decease.

(87.) And, that the said Survivor, his Executors or Administrators, shall within twenty Days next after such decease of the other of them the said Parties, become bound in a penal Bond, sufficient in the Law, of double the Principal, and with sufficient Sureties to the Executors or Administrators of the person so first dying, as well for the true payment of the said three several sums, in manner and form aforesaid, as also for the saving harmless, and keeping indemnified, of the Executors and Administrators, Lands, Tenements, Goods and Chattels of the said first deceasing Party, of, and from all and every the Debts and Duties, which were jointly owing by them the said Parties at the time of such decease,

How the
Moneys
shall be
secured.

Security
against
joyn
Debts.

cease, of, for and concerning the said joynt trade, and of and from all Accounts, Suits, Judgments, Executions and Demands, for, touching or concerning the same.

The Executors of the Party deceasing to release all demands.

Except desperate Debts which are to be divided.

How the Estate is to be divided, if either die before account made.

(88.) In consideration whereof, the Executors or Administrators of the said deceased Party, shall upon receipt of the said Security, sufficiently and in due form of Law, remits and release unto the said Survivour, his Executors and Administrators, all the part, share, right, title, interest, claim and demand whatsoever, which they the said Executors and Administrators of the deceased Party, and every or any of them, have or hath, or may, can, might should or ought to have in, to or out of all and every, or any of the Stock Estate, Money, Goods, Wares and Debts which were in or belonging to the said joynt Trade, or Copartnership, at the decease of the Party so first dying, or at any time before, except such Debts as were accounted desperate, which by the agreement of both the said Parties to these presents, for them, their Executors and Administrators, are to be equally divided between the Survivor and the Executors and Administrators of the deceased Party, as they or any of them shall be received or gotten in.

(89.) And it is further covenanted and agreed by and between the said Parties to these presents: That if either of the said Parties shall happen to depart this life before any yearly Account shall happen to be made between the said Parties touching the said joynt Trade, that then the surviving Party, his Executors and Administrators shall have and take to his and their own use and behoof, all the Money, Goods, Wares, Debts and other Estate whatsoever, in or belonging to the said joynt Trade, at the time of such decease, and shall satisfie the Debts joyntly owing by the said Parties, as aforesaid, at the time of such decease, and shall truly pay unto the Executors or Administrators of the first deceased

ceased Party, within one year then next ensuing, so much lawful English Money, as the Stock that then shall be brought into the said joynt Trade by the Partie so deceasing did come and amount unto, and that such security shall be given for the same, and for the saving harmless of the Executors or Administrators of the deceased Partie, of and from the Debts and Duties joyntly owing by the said Parties as aforesaid, as is abovesaid mentioned to be given for the like purposes, in Case the decease of the Partie so first dying had happened after the making of an yearly Account, as aforesaid: And that then also the like Release shall be made and given by the Executors or Administrators of the first deceasing Partie to the surviving Partie, his Executors and Administrators, as is abovesaid mentioned.

Release.

(90.) And the said A.B. for himself, his Executors and Administrators doth covenant and grant to and with the said C.D. his Executors and Administrators by these presents: That if the said A.B. shall happen to decease within the said term of three years, that then the Executors or Administrators of the said A.B. shall within twenty Dayes, next after his decease, demise and grant unto the said C.D. (if he shall be then living) his Executors and Administrators, all the said Messuage or Tenement abovesaid mentioned, for and during the then Residue of the said Term of three years at, for and under the yearly rent of twenty three pound of lawful Monies of England to be by the said demise reserved quarterly to be payed, and with such Covenants to be inserted in the said Demise on the Part and behalf of the said C.D. his Executors Administrators and Assigns to be performed and kept, as are contained in the Lease, whereby the said A.B. holdeth the same, so that the said C.D. do upon the Sealing and Delivery of the said Lease, seal and deliver the Counter-Party thereof, as his act and

Touching the Messuage if A. B. do, &c.

and deed unto the Lessor or Lessors therein named.

How to
compose
differences.

Arbitrators.

(91.) And it is covenanted, concluded and agreed by and between the said Parties to these presents, for them, their Executors and Administrators: That if any Variance, Strife, Difference or Controversie, shall at any Time hereafter, During the said Copartnership, or at the end thereof happen to grow, arise, or be between the said Parties, to these presents, their Executors or Administrators, or any of them, upon, touching or concerning their said joint Trade or any their buyings, sellings, accompts, matters or things relating thereunto, or for, or touching any Covenant, Matter or Thing in these presents contained: That then and so often they the said Parties to these presents, their Executors or Administrators shall upon reasonable request made by either or any of them unto the other of them before any Suit shall be commenced for, or touching the same, elect, name and chuse two indifferent Persons to hear and determine the same differences and matters of difference, one of which Arbitrators the said A. B. his Executors or Administrators shall chuse and name. And the other of the said Arbitrators the said C. D. his Executors or Administrators shall name and chuse: And that each of the said Parties his Executors and Administrators shall respectively stand to and abide, perform and keep such award, order, determination and judgment, which the said two Arbitrators shall make and give in writing under their hands and seals unto the Parties subject by these presents thereunto, upon and touching the said differences and matters in difference, so that the said award be made and given, as aforesaid in writing, within thirty Dayes next after the Choice and Nomination of the said Arbitrators in that behalf. And in case the said Arbitrators shall not make and give forth their said award as aforesaid; within time before limited for the

the doing thereof, then each of the said Parties his Executors and Administrators shall and will stand to, abide, perform and keep such Award, Order and Imperage, as such one Person Umpire to be elected and chosen by the said Arbitrator shall make and give forth in Writing, as aforesaid, under his hand and seal upon and touching the said differences and matters in difference within twenty dayes next after the end of the said thirty Dayes: And in case the said Umpire shall not make and give forth, as aforesaid, his said Award and Umpirage, within the time abode limited for the doing thereof, that then each and every of them the said Parties, his Executors and Administrators shall and will for his and their Parts stand to, abide, perform and keep such Award, Order, Determination and Judgment as the Master and Wardens of the Company of Merchant-Taylors in London, or the major Part of them shall make and give forth, as aforesaid, in Writing under their hands and seals, upon and touching the said differences and matters in difference within two Months next after the end of the said twenty Dayes.

Master
and
Wardens of
the company,
&c.

(92.) Prohibited nebertheless, and it is covenanted, concluded and agreed by and between the said Parties to these Presents for them, their Executors and Administrators: That if either of the said Parties shall be untrue, unjust or unfaithful unto the other of them in any buyings, sales, receipts or payments belonging to, or concerning the said Copartner-ship: That then or at any times afterwards, upon notice of dislike given thereof by either of them to the other of them the said Parties, and desire thereupon signified that the said Copartner-ship shall determine: The said Copartner-ship and joynt Trade shall cease, determine and be dissolved: And that the like Account, Partition and Division shall be made between the said Parties to these Presents, their Executors and Administrators, of the said joynt
Stock

If either
prove
unfaith-
ful, Co-
partner-
ship to
cease.

Stock and Proceed thereof, and shall do all other things concerning the said joynt Trade, in such manner and form, to all intents and purposes in every respect, as they are to do at the end of the said three years. And that from and after the end and dissolution of the said Copartnership, in manner and form aforesaid, the said Term and Interest granted unto the said C. D. of and in Part of the said dwelling house and Shop in manner aforesaid, shall likewise cease, determine and be void.

In witness.

Another between two Brewers.

Recital
that
they are
joyntly
seized of
a Brew-
house,
&c.

(93.) **T**his Indenture made, &c. Between A. B. of the one Part; and C. D. of the other Part: whereas the said A. B. and C. D. do stand joyntly interested and possessed of and in one Messuage or Tenement with the Appurtenances, and of and in one Brew-house, situate in, &c. (late in the occupation of E. F.) for divers years yet induring, and also of and in one Copper and divers and sundry brewing Vessels, Goods, Implements, and household-stuff, by virtue of one Lease bearing Date, &c. made between the said E. F. on the one Part, and the said A. B. and C. D. on the other Part: And whereupon the yearly rent of, &c. is reserved to be payed: and likewise are possessed of, and interested in a certain parcel of ground, stables, hay-lofts, and other Rooms now used with the said Brewhouse, as Part of and appertaining

pertaining to the same, for certain years also yet induring by vertue of one other Lease to them made by the said E. F. bearing date, &c. under the yearly Rent of, &c. as by the said two feberal Indentures of Lease, relation being thereunto had, more fully and at large it doth and may appear.

(94.) Now witnesseeth, that the said parties to these presents, out of love and affection which they have unto each other, and confidence and trust in each other reposed, and to the end that the said parties may, by Gods blessing, increase in Stock, and be the better enabled to maintain themselves and their families, have concluded, condescended and agreed together, and by these presents, do conclude, condescend and agree to be Copartners and joynt Dealers in the mistery or trade of brewing of Beer and Ale in the said Brew-house, immediately from and after the day of the Date hereof, for and during the time and term of, &c. from thence next ensuing, and fully to be compleat and ended (if both the said parties shall and do so long live.)

Their
joyning
in Co-
partner-
ship.

(95.) And to that intent and purpose, the said A. B. for his part and portion of the Stock to be employed in the said joynt Trade, hath put in the sum of Two hundred pounds of lawful Monneys of England, and likewise the said C. D. for his part and portion of the said Stock, hath put in the like sum of Two hundred pounds of like lawful Monneys of England, to be likewise used and employed in the said Copartnership and joynt Trade.

Stock
put in.

(96.) It is now Covenanted, granted and agreed by and between the said parties to these presents, And either of them for himself, his Executors, Administrators and Assigns respectively, doth Covenant and grant to and with the other of them, his Executors, Administrators and Assigns by these presents, that they and either of them, their feberal Executors and Admi-

To have
equal
parts.

nistrators

nistrators, shall be alike interested, and have, retain and assume to their own severall uses: equal shares parts and portions, of, in and to the said severall Stocks, by them severally put in, to be employed in this Copartnership, and of all and every such other sum and sums of Money, as thereunto shall hereafter be by them added or put, and of, in and to all the gains, profits and increase to come or grow thereof, or of any part thereof, or by any advantage arising by the said Partnership.

To be
faithful
in, and
industri-
ous for
the ad-
van ce-
ment
of the
Trade.

(97.) And, for the sure and more effectual proceeding in the said Copartnership, to the best benefit and advantage of the said severall parties to these presents, either of the said parties for himself, and for his severall Executors and Administrators respectively, doth Covenant, promise and grant to and with the other of them, his Executors and Administrators by these presents, in manner and form following: that is to say, That each of them shall and will from time to time during the said Copartnership, be true and faithful to the other of them, in every thing, in, about and relating to the said Trade and mystery of Brewing, and all other things which shall any waies concern the said Copartnership, and shall do and perform his and their best endeavours from time to time, during the said Copartnership, to the best of their wit, knowledge, power and skill in Brewing of Ale and Beer, or either of them in the said Brew-house, and in uttering and selling of the same, and in all other things necessary and convenient to be put in ure, touching or concerning the said Copartnership and joynt occupying, for the bringing in of gains, and as much as in them or either of them lieth, for the avoiding and preventing of loss.

(90.) And

(98.) And that all losses and Damminges ^{Losses,} which shall happen, or come in the said joynt trade ^{charges,} and management thereof, either by evil or bad ^{&c. to be} Debtors; or other Casualties howsoever (so ^{equally} as it be not through the wilful negligence or De- ^{born.} trit of either of the said Parties) and that all Subsidies, Taxes, and other Impositions to be charged and imposed upon the said Parties; or either of them; by reason of this Copartnership; and joynt trade or stock; and all other charges for Rent of the said Brew-house, and the said Mes- suage or Tenement; and other Houses and Grounds, which are and shall be used with the said Brew-house; and all charges of Reparations to be done by the Covenants in the said several Leases; or either of them contained; and all other necessary Charges to be expended in House-keeping at the said Brew-house, and all payments and necessary Charges of Corn, Coles, Hops, Vessels, Utensils, Servants wages; Candles, Wages, Horses and other necessary charges whatsoever, in and about the said trade of Brewing, during this Copartnership; shall be equally and indifferently sustained, born, payed and discharged by and between the said Parties; out of their several parts of the Gains or Stock, part and part, like as Copartners.

(99.) And also, it is mutually agreed by and None to between the said Parties to these presents, that take out neither of them shall at any time or times, during of the the said Copartnership, withdraw; or take out of Stock from the said principal Stock, or the gains there- and of, any sum or sums of Money; other than for the Gains; necessary uses aforesaid; without the mutual con- without sent and agreement of the other of them first had, the o- and obtained: and such of them as by such con- thers sent as aforesaid, shall at any time take out of the consent. same, shall immediately enter into a Book for that purpose to be kept; the quantity so taken out, to the end that the other of the said Parties, may thereby take notice thereof.

h h

(100.) And

Books
of Ac-
count to
be kept.

(100.) And it is further Covenanted, granted, concluded and fully agreed, by and between the said parties to these presents, that they and either of them, shall, as near as they may, from time to time, keep, or cause to be kept, true, just and perfect Books of Account and Reckoning in writing to the uttermost of their several knowledge, of all the Payments, Receipts and Debts, to or from them due or owing, and of all Gains, Losses, and other things touching their joynt trade and dealing in this present Copartnership: which Books shall be extant from time to time, and at all times convenient, for the said Parties, or their Assigns, to peruse and examine.

To Ac-
compt
once a
quarter.

(101.) And, that once every quarter of a year at the least, during the said Copartnership: that is to say, At the Feasts of, ac. or within twenty days next after every of the said Feasts (or oftner if need shall be) upon request made by one of the said Parties unto the other of them, they the said Parties shall joyn in reckoning together, and make and deliver either of them to the other of them, to the best of their several knowledge, true, perfect and plain Account or Accounts in writing, of, for, and concerning the said principal Stock, and all other things in Partnership between them, and of the Gains and Losses thereof, or thereby arising; and of all Debts to them due or owing, and by and from them to be due and owing to any person or persons, and of all the Receipts, Payments, Dealings and Doings, in or concerning the said Ware-house, or otherwise touching or concerning this their joynt trade or dealings, without any voluntary concealment, withdrawing or unjust deteyning of any part of the said principal Stock, or of any gain, profit or Commodity, which should or ought in any wise come to the equal share of the said Parties to these presents, by the true intent and meaning of these presents.

(102.) And

(102.) And moreover, it is agreed between How the said Parties, that whatsoever sum or sums Money of Money, at or upon the foot of any Account or found in Accounts, concerning this Copartnership, shall either of be found to be remaining in the hands of any their Clerk or Clerks, or in the hands of any of the hands, said Copartners, or of their Assignee or Assigns, &c. shall not expended about the business of the be disposed of. said joint trade and Copartnership, and before not accounted for by the said Copartners, the same shall be forthwith, from time to time, equally and indifferently divided between the said Copartners, part and part like: or run and be continued in Stock, as the said Parties can best agree concerning the same.

(103.) And it is Covenanted, granted and No advantage fully agreed, by and between the said Parties by Survivorship to these presents, for them, their Executors and Administrators respectively, that if it shall for- mine that either of the said Parties shall die or decease, during the time of this Copartnership, before any separation or division shall be made between them of the said Stock, and common Dealings (the other of them surviving) that in such case no advantage by the survivor of the said Parties, in right, or in respect of his Survivorship, shall hold or take place, or be by him or them challenged, taken or demanded, but that such part and portion of, in, and to the said principal Stock, and the gains and increase thereof, and also of the aforesaid Messuages or Tenements, which is, or shall be due or belonging to such of the said Parties so deceased, at the time of his death shall come and be payed to the Executors, Administrators or Assigns of the said deceased Copartner, in such like, and in so large, ample and beneficial manner, as the same should or ought to have grown due; to be payed or satisfied unto the said deceased Copartner himself, if he had been living at the surcease or determination of this Copartnership.

Division
to be
made at
the end
of the
Copart-
nership.

Four
men to
appraise
the
goods.

(104.) And moreover it is covenanted and agreed by and between the said Parties to these presents, and either of the said Parties for himself, his Executors and Administrators respectively covenanteth and granteth, to and with the other of them, his Executors and Administrators by these presents: That within the space of six Months next after the end, or giving over of this Copartnership, be it upon the expiration of the said Term of six Years, or by the decease of either of the said Parties, or otherwise howsoever, the said Parties if they be living, or if either of them shall happen to be deceased, then the Survivor of them, and the Executors or Administrators of the deceased Copartner, shall consent and agree together, and shall upon reasonable request to be made by the one to the other of them, make choice and election of four indifferent men, whereof two shall be chosen by the said A. F. his Executors or Administrators, and the other two by the said C. D. his Executors or Administrators, to make and set down an indifferent Appraisement and Valuation of all and singular the Goods, Implements and Chattels, which then shall be and remain in Partnership between them (if otherwise between themselves they cannot agree therein) the Goods, Coppers, Brewing Vessels, Implements and Household-stuff, which are expressed in the Schedule or Inventory annexed to the said Indenture of Lease only excepted: and that upon and after Appraisement thereof, the said Copartners, or the Surviving Copartner and Executors or Administrators of the deceased Copartner (if either of them shall happen to die) shall make and cast Lots between them, to take or refuse the said Goods so to be appraised, as the same shall be valued: And that he or they of them, to whose Lot the said Goods shall happen to fall, his or their Executors or Administrators, shall accept, receive and take the same: And also shall within six Months then next following

following, satisfy and pay, or cause to be satisfied: Lots cast
 to and payed, unto the other of them the said Co- which of
 partners, his Executors or Administrators, the them
 Moneys or half Part of all such Moneys, as the shall
 said Goods shall be valued and appraised at: at have the
 or within the Hye-house before mentioned, with- goods,
 out any fraud or covin. And shall also then make and pay
 equal division between them of the Moneys then a Moneys
 belonging to the said Copartnership, and also of ty to the
 the debts then owing to the said Copartners, for other.
 or in respect of the said partible Stock or Trade: Division
 and of all and singular other the things, now in- of debts.
 tended or expressed by these presents to be partible
 and divided between the said Parties to these
 presents in respect of the said Copartnership: or
 otherwise thereof to deal and dispose as then
 they shall find to be most behoofeful for them.

(105.) And further, that within convenient Another
 time after the giving over, ending or determina- way of
 tion of this Copartnership, intended by these account
 presents: the said Parties or the Survivor of and di-
 vision.
 them, his Executors and Administrators shall and
 will upon reasonable request therefore to be made,
 the one of them to the other of them [if they be
 both living] or if either of them shall be deceased,
 then to the Executors and Administrators of the
 said Party deceased, a true, plain, and perfect
 Account in writing of the said whole Stock,
 Gains, Debts, Credits, and all other things
 which shall be then in Copartnership between
 them, or belonging to the said partible Stock
 and Trade, and within six Months after the
 end, determination or expiration of the said Co-
 partnership (be it howsoever) shall make an e-
 qual and indifferent separation and division of
 all the said partible Stock, Gains, Debts, and
 other the said premises, intended or express to be
 in Copartnership: and assign, allot and allow,
 or cause to be assigned, allotted and allowed, one
 of them to the other of them the said Parties,
 or if either of them be deceased, then to the Ex-
 cutors,

utors, Administrators or Assigns of the deceased Copartner, the moiety of the aforesaid Residues or Remnants: and so much of the said whole part and portion of the said Stock and Gains, and of all and singular other the promises which are expressed or meant to be in Copartnership, as to any of the said Parties shall be due and appertaining, or of right belonging for his part, property and portion, of, and in the same, according to the true intent and meaning of their presents (first deducting and defalcating so much as shall and may satisfy all the Debts, which they the said Parties, or any of them shall owe, or be indebted for, or in respect of the said partible trade or dealing.)

Survivor to gather in debts.

(106.) And that the Survivor of the said Parties, his Executors and Administrators, shall do his and their best endeavour to collect and gather in all the Debts, which were or shall be owing to the said Copartners, or any of them in respect of the said partible Stock or Trade: and after defalcation made of so much either in goods, Stock, money, or otherwise, as shall suffice to satisfy and pay the Debts which shall be then truly owing by them or either of them, in respect of the said partible Stock, Trade or Dealing, shall as the said Debts, or any part thereof shall be had or received, make payment of one half part thereof (necessary Charges in suing for, and getting in of the same, being first deducted and allowed) to the Executors, Administrators or Assigns of such of the said Parties as shall first happen to decease.

To assign to Executors of Party dying part of the Debts, &c.

(107.) And, that the said Survivor, his Executors and Administrators, if it be requested of him or them, for all the residue of Debts and things whatsoever, which are or shall be owing or belonging to them or any of them, according to the true meaning of these presents, in respect of the said intended Copartnership, whereof the Executors, Administrators or Assigns of the said Copartner

partner first deceased, as is aforesaid, shall not have had and received, his and their part, shall and will make and deliver to the Executors, Administrators or Assigns of the first deceased Copartner, at his and their own proper Cost and charges, such assignment, conveyance and assurance of such part thereof, as to the Executors or Administrators of such Copartner so first deceased, in truth ought to belong, as by the Executors, Administrators or Assigns of the said first deceased Partner, or the learned Counsel in the Law, of them or any of them, shall be reasonably advised or advised.

(108.) And moreover, it is Covenanted, All granted and agreed, by and between the said things Parties to these presents, That all such Malt, trant-hops, Coals, Beer, and other thing and things acted to whatsoever, which at any time or times hereaf- be in be in shall be bought or sold, used or employed, in both or about the said joynt trade, or occupying, shall their be had and done by the joynt consent of the said Names. Parties (if the same conveniently may be done) and not otherwise. And that all and every person and persons, that shall hereafter become Debtor or Debtors, to or for the said principal Stocks, or any part thereof, or for any Beer or other things that shall arise, come, grow or increase thereby, or be sold out of, or for the same, or the proceed thereof, shall be made debtors to both the said Parties for the same, according to the true intent and meaning of these presents: And that all Bonds, Bills, Insurances and Securities, that shall be made or taken for any Beer, or other Debts: or for or concerning the true or good service of any Clerk or Clerks, or other Servant or Servants, which shall be put in trust to serve in the affairs of the said Brewhouse, or joynt Trade, shall be made and taken to both the said Parties, and in both their Names, and shall be delivered and safely kept to both their uses: And, that neither of the said
h h 4 Parties,

Acquit-
tances.

Parties, without the consent of the other of them, his Executors or Administrators, shall make, seal or deliver any Acquittance or Acquittances, Release or Releases, Discharge or Discharges whatsoever, to any person or persons, their Executors or Administrators (which is, or shall be Debtor or Debtors) for the said Stock, or any part or parcel thereof, or for any Money thereunto to be added or put to the increase thereof, or that thereupon, or by means thereof shall arise, come or grow, or, for, or concerning any Bond or Assurance, as aforesaid, to be taken in the Names of the said Parties for the said profitable use, or for any thing appertaining, or which shall appertain to the said Copartnership, whereby to defeat or defraud the other Copartner, his Executors or Administrators, of his or their just part, or of any part thereof, or for any lesser or smaller sum or sums of Money, than the person or persons so indebted shall truly owe, or stand charged to pay (reasonable Compositions and Payments, of, and for Debts, due and to be due, owing and appertaining to the said Parties, in respect of their said joyned trade, for leaking, or return of nasty Beer, or naughty Beer, and such like, to be made without fraud or covin, and no further disadvantage or profit of the one Copartner than the other, his Executors or Administrators only excepted) But that either of them the said Parties shall do his best endeavour for the Recovery and getting in of the same, and after the same so recovered, shall deliver the moiety thereof (all reasonable costs and charges deducted, according to the true intent and meaning of these presents) to the other of them, his Executors or Administrators.

(109.) And forasmuch as the said Parties to Determine these presents, are minded and intended to be minati-
 Brewers, and the knowledge of all matters on (F
 concerning the said Trade and Mystery, is best Contro-
 acquainted to men of the same Trade, they the versies,
 said Parties do Covenant, conclude and agree,
 for them, their Executors and Administrators
 by these presents respectively, that if at any
 time or times hereafter, any controverſie or de-
 bate shall happen to arise or grow between them
 the said Parties, for or touching the premisses,
 or any part thereof, or any thing herein con-
 tained or specified, that then and so often the said
 Parties, their Executors and Administrators,
 and every of them, shall shew the cause of such
 controverſie (before any suit at Law shall be
 commenced touching the same) unto four honest
 and discreet men of the same Trade or Mystery,
 whom they shall nominate, appoint and make
 choice of, to hear and determine such variances,
 doubts and controverſies as shall happen to arise
 between them : And shall stand to, abide, perform
 and keep all and every such award, order, final
 end and judgment, as in that behalf shall be set
 down by the said four Men, so to be nominated,
 chosen and appointed between them, to have the
 hearing and determination of such controverſies,
 so as they do order, judge and give up their a-
 ward thereupon in writing unto the said Par-
 ties subject thereunto, within forty days next
 after such reference, as aforesaid, made unto
 them.

In witness, &c.

Another

Another form of Copartnership between a Pewterer and another person, who puts in the Stock, and the Pewterer manageth the Trade.

(110.)

The
Stock
put in
by one;
and how
to be
imp'oy-
ed.

This Indenture made, &c. Between A. B. of the one part, and C. D. of &c. Pewterer, of the other part: Witnesseth, That whereas the said A. B. for and in respect of the love and good affection which he beareth unto the said C. D. and for his better preferment and advantage in his trade and profession, before the enscaling and delivery hereof, hath disbursed and delivered unto the said C. D. the sum of Three hundred pounds of lawful Monies of England, to be used, laid out and imp'oyed by the said C. D. in the said Art, Trade or Profession of a Pewterer, in buying of Pewter, and other things needful to be used in and about the said Art or Trade, and in buying, casting, folding, bending and selling of all such Wares, Goods and Merchandizes (incident to the said Art, Trade or Profession of a Pewterer) as by the said A. B. and C. D. shall be thought meet and convenient in a Shop for that purpose, to be made ready at the cost and charges of the said C. D. in or about the now Messuage, Tenement or Yard of the said C. D. situate and being in, &c. from the day of the Date of these presents, unto the full end and term of Ten years from thence next ensuing, and fully to be compleat and ended, if the said C. D. do and shall so long live.

(III.) In

(111.) In consideration whereof, the said C. Todo D. for himself, his Executors and Administrators, doth Covenant, grant and agree, to and deavoure with the said A. B. his Executors, Administrators and Assigns, to and with every of them to advance by these presents, in manner and form following: the that is to say, That he the said C. D. shall and Trade. will at all times hereafter, and from time to time during the said term of ten years (if the said C. D. shall so long live) diligently and carefully employ himself, and do his best endeavour, to the uttermost of his power and skill, in and about the buying, selling, casting, soldering and finishing of all such Works, wares, Goods and Merchandizes, as are incident or belonging to the Art, Trade and Profession aforesaid, and in doing, executing and performing of every other thing which shall be necessary to be done and put in ure, in, about or concerning the said Art, Trade or Profession of a Pewterer, for the raising of Gain, and, as much as in him lies, for preventing of Loss.

(112.) And, that all such gains, profit and increase, as shall come, grow, arise, or be had gotten or received by the said C. D. his Servants or Assigns, by reason or means of using or exercising the said Trade or Profession of a Pewterer, or by buying, selling, casting or soldering of Pewter, new or old, or any other wares, Goods and Merchandizes belonging to the Art, Trade and Profession aforesaid, shall be equally shared, parted and divided in halves between the said parties, their Executors and Assigns, in such manner and form following, as is hereafter mentioned: that is to say, The said A. B. his Executors, Administrators or Assigns, shall have and receive the one moiety or half part thereof: and the said C. D. his Executors, Administrators or Assigns, shall have and receive the other moiety or half part thereof.

Gains
and in-
crease
divided.

(113.) And

Neither
to take
from the
Stock
without
the o-
thers
consent.

(113.) And, for the better and more effectual proceeding in the said affairs and businesses before specified, to the mutual benefit and advantage of the said Parties to these presents, their several Executors, Administrators and Assigns, either of the said Parties for himself, and for his several Executors and Administrators respectively, doth Covenant, promise and grant to and with the other of them, his Executors and Administrators by these presents, in manner and form following: that is to say, That they, nor either of them, shall not at any time or times, during the term of years before specified, with- draw, or take any sum or sums of Money, or any Goods or Merchandizes whatsoever, out of, or from the said Stock of, &c. above-mentioned, or out of, or from any sum or sums of Money, which shall be thereunto hereafter added or put, without the consent and agreement of the other of them, his Executors, Administrators or Assigns first thereunto had and obtained, and that such of them, as by such consent as is aforesaid, shall at any time or times take any thing out of, or from the said Stock, or other sum or sums of Money thereunto to be added or put, or the proceed thereof, shall immediately enter into a Book for that purpose to be kept, the sum or quantity by him or them so taken out, and the day and year when they took the same, to the end that the other of the said Parties, his Executors, Administrators or Assigns, may take notice thereof.

Charges
and los-
ses e-
qually
to be di-
vided.

(114.) And also, that all such sum and sums of Money as shall be from time to time hereafter, during the said term or space of ten years, be laid out or disbursed by the said A. B. and C. D. or either of them, in, about or concerning the buying and providing of Coals, or any other firing, to be spent onely in and about the Trade and Profession aforesaid, and that all such charges and expences, as shall be expended or laid forth, in and about the keeping and main-
taining

taining of any Servant or Servants, Horse or Horses to be employed onely about the Art, trade or profession aforesaid, for the equal benefit and advantage of the said Parties to these presents, shall be equally paid, laid out and disbursed, by and between the said A. B. and C. D. their Executors, Administrators and Assigns, part and part like: And, that losses and damages which shall happen to come or grow, either by evil or bad Debtors, or by any other casualty whatsoever (so as it be not through the wilful negligence or deceit of either of the said Parties, their Executors, Administrators or Assigns) and all Expences, Impositions, and other Duties, to be charged and imposed upon the said Parties, or either of them, or either of their Executors or Assigns, by reason or means of this their joyned trade or dealing; shall be equally and indifferently boyn, paid and discharged, by and between the said A. B. and C. D. their Executors, Administrators and Assigns, out of their severall parts of the gains and profits, hereafter from time to time to be gotten, by means of using the Art, Trade or Profession aforesaid, part and part like.

(115.) And also, that they the said A. B. and C. D. and either of them for himself, his Executors, Administrators and Assigns respectively, doth Covenant, grant and agree, to and with the other of them, his Executors, Administrators and Assigns by these presents, in manner and form following: that is to say, That they and either of them, shall and will, so near as they may or can, from time to time, during the term of years before-mentioned, keep, or cause to be kept, just and perfect Books of Account and Reckoning, in writing, to the uttermost of their severall knowledge, of all the Payments, Receipts and Debts, to or from them due or owing, and of the Gains, Losses, and all other things touching or concerning this their joyned trade or dealing.

Free ac-
cess to
them.

Once e-
very
quarter
to ac-
count
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ther.

dealings: which Books shall be extant from time to time, and at all convenient times, for the Parties aforesaid, or their Assigns, to peruse and examine at their and either of their free wills and pleasures: And that once in every quarter of a year (upon request to be made by one of the said Parties to the other of them) during the said term: that is to say, at the Feasts of, &c. or oftner if need shall be, the said Parties shall joyn in Reckoning and Account together, and make and deliver up either of them to the other of them, to the best of their several know- ledge, true, plain and perfect Account of Ac- counts in writing, and concerning the said sum of Stock of, &c. and all such other sum and sums of Money, as shall be thereunto hereafter added or put, and of all other things in joyn trade and dealing between them, and of all Gains and Losses arising thereby, and all Debts to them due or owing, or by or from them due or owing: and of all Receipts, Payments, doings or deal- ings, in, or concerning their said joyn trade or dealing, without any voluntary concealment, withdrawing, or unjust detaining of any of the said principal Stock, or of any other sum or sums of Money thereunto to be put, or of any gains, profit or Commodity, which should, or in any wise ought, to arise or come to the equal uses of the said Parties, by the true intent and meaning of these presents.

The
clear
Gains to
be divi-
ded up-
on the
account.

(116.) And, that upon every such Account and Accounts, so from time to time, in form aforesaid, to be made and passed, all the clear gains, profit and increase which shall be found upon the foot of any such Account or Accounts, shall be immedi- ately shared, parted and divided in equal halves between the said Parties, their Executors, Ad- ministrators and Assigns: that is to say, The said A. B. his Executors, Administrators or As- signs, shall have and receive the one moiety, or half part thereof, and the said C. D. his Execu-
tors

1798, Administrators or Assigns, shall have and receive the other moiety or half part thereof.

(117.) And it is further Covenanted and agreed, by and between the said A. B. and C. D. And either of them doth severally and respectively Covenant, grant and agree, for himself; his Executors, Administrators and Assigns, to and with the other of them, his Executors, Administrators and Assigns by these presents, That if it shall fortune either of the said Parties to die, or depart this life, during the term of years above-specified, before any separation or division shall be made between them, of their said joint dealings (the other of them surviving) that in such case no advantage by the Survivor of the said Parties, his Executors or Administrators, in right or in respect of his Survivorship shall hold or take place, or be by him or them taken, challenged or demanded; but that such part and portion of, in, and to the said principal Stock, and the gains and increase thereof, which is, or shall be due or belonging to such of the said Parties so deceasing, at the time of his death, shall come and be payed to the Executors, Administrators or Assigns of the said deceased Party, in such like, and so large, ample and beneficial manner and form, as the same ought to have grown due, or been payed or satisfied, unto the said deceased Party himself, if he had been living, at the time of the surceasing or determination of the said Copartnership.

No advantage by Survivor.

(118.) And the said C. D. for himself, his Executors and Administrators, doth Covenant and grant to and with the said A. B. his Executors, Administrators and Assigns by these presents, in manner and form following: that is to say: That he the said C. D. shall and will at all times hereafter, during the term of years before specified, or continuance of this Copartnership, deal uprightly, truly and faithfully with the said

A.B.

To be faithful.

A. B. his Executors; Administrators or Assigns in all respects, touching and concerning the using and exercising of the Art, Trade or Profession aforesaid.

Not to
take up,
or lend
upon
Credit
without
the o-
thers
consent.

(119.) And further, that he the said C. D. shall not at any time or times hereafter, during the term of years before-specified; or continuance of this Copartnership, take up upon Credit, or for Time, any Goods, Wares or Merchandizes to be used or imployed in, or about the said Art, Trade, or Profession of a Pewterer, without the consent and agreement of the said A. B. his Executors, Administrators and Assigns; first had and obtained in that behalf: Neither that he the said C. D. or his Assigns, shall at any time or times hereafter, during the term of years aforesaid, or continuance of this Copartnership, lend or credit out to any person or persons whatsoever, any Wares, Goods or Merchandizes, which shall belong or be incident to the said Art, Trade, or Profession of a Pewterer, and shall be belonging to their said joynnt dealings, without the like consent and agreement of the said A. B. his Executors, Administrators and Assigns first had and obtained in that behalf.

The fi-
nal Ac-
compt.

(120.) And furthermore, that he the said C. D. his Executors, Administrators or Assigns, shall and will, at the end and expiration of the said term of ten years, or other sooner determination of this Copartnership, not only make or cause to be made unto the said A. B. his Executors, Administrators or Assigns, a true, just, perfect and general Accompt and Reckoning in writing, of his whole Dealing, buying and selling, whilst he shall have the use of the said sum or Stock of three hundred pounds, or of any other sum or sums of Money thereunto, by the said A. B. to be added or put: and also of all gains, profit and increase that shall come and arise, by reason of using and exercising the said Art, trade and profession of a Pewterer, and not before accounted

accounted for and satisfied: But also upon the same Account making, shall and will well and truly deliver, or cause to be delivered unto the said A. B. his Executors, Administrators or Assigns, all such Moulds and Tools, as shall be then belonging to their said joynr Trade: And shall and will then also truly pay, or cause to be paid, unto the said A. B. his Executors, Administrators or Assigns, the said sum or stock of Three hundred pounds, and all such other sums of Money as shall be thereunto added or put by the said A. B. his Executors or Administrators, and the moiety, or one half of all the gains, profit and increase that shall be so risen or grown by using the said Art, Trade or Profession of a Jeweller, and which shall not before that time have been accounted for, and satisfied for, as aforesaid.

(121.) And moreover, that he the said C. D. shall and will at all times hereafter, and from time to time, during the continuance of the said Copartnership, at and upon the reasonable request of the said A. B. after the best manner that he can or may, to the uttermost of his knowledge and skill, teach and instruct the said A. B. perfectly to do and execute every thing, which in any wise belongeth to his said Art, Trade or Profession of a Jeweller.

(122.) Provided alwaies, and it is Covenant, granted and mutually agreed upon, by and between the said Parties to these presents. And the said C. D. for himself, his Executors and Administrators, doth Covenant, grant and agree, to and with the said A. B. his Executors and Administrators by these presents, That if it shall happen at any time hereafter, during the said term of ten years, that the said A. B. shall grow in dislike, or shall be minded to give over and discontinue his joynr trading and dealing with the said C. D. And that the said A. B. do or shall give one half years warning, of such his determination and purpose, unto the said C. D. in the

Deliver
up Tools
and
Stock,
and half
the
gains.

To in-
struct
the o-
ther in
the
Trade.

To give
over the
Copart-
nership
upon
warn-
ing.

Cove-
nants to
be void.

To ac-
count.

To pay
the
stock,
and half
the pro-
fits.

presence of two or three witnesses at the least: That then and from thenceforth, all the Covenants, Grants and Agreements herein contained, on the part and behalf of the said A. B. his Executors and Administrators, to be performed and kept, shall cease, determine and be utterly void, to all intents, constructions and purposes in the Law whatsoever. And that then also, he the said C. D. shall and will, at the end of the said six Months, so limited, to be given for warning, as aforesaid, make and give up unto the said A. B. his Executors and Administrators, such a true, just, perfect and general account, as is abovementioned: and also, upon and after the said Account made, shall and will well and truly deliver, or cause to be delivered unto the said A. B. his Executors, Administrators or Assigns, all such Moulds, and other Tools, as shall be then belonging to their said joynt trade and dealing, and shall and will then also truly pay, or cause to be paid, unto the said A. B. his Executors or Administrators, the said sum or stock of three hundred pounds, and all such other sums as shall be thereunto hereafter added or put, by the said A. B. his Executors, Administrators or Assigns, and the moiety, or one half of all the gains, profit and increase that shall be so arisen and grown, by reason of using the said Art, trade or profession of a Pewterer: and which shall not before that time have been accounted for and satisfied, as aforesaid.

In witness, &c.

C A P.

CAP. IV.

Containing several forms of Instruments used between Merchants and Traders; at, and after the dissolution of Copartnership.

An Indenture containing several Covenants upon the separation of Copartnership.

(1.) **T**his Indenture made, &c. Between A.B. of the one part, and C.D. of the other part: Whereas the said Parties to these presents have been of late Copartners together in the Trade of, &c. which they used, and by reason of the same joyn't trade and dealing, divers Debts have been incurr'd and made, and are yet still due and owing upon the sale of Goods and Wares: and also the said Parties are, and stand ingaged and indebted at present unto divers of their Creditors, in divers and sundry sums of Money. Recital of former Copartnership, and Debts arising thereby.

(2.) And whereas also, the said Parties, upon divers good considerations, them thereunto moving, have concluded and agreed to separate themselves from the said Copartnership, and joyn't trade and dealing together, and he the said A.B. is contented and pleased, for the consideration herein after mentioned, to assign and set over unto the said C. D. all the Debts which are Recital of the separation:

yet unanswered and unpaid, due and owing unto them, and likewise the said C. D. hath undertaken to discharge and pay all the Debts, sum and sums of Money, which they the said Parties, or either of them, do owe at this present, upon and in respect of their said joyn't trade to their said Creditors.

Assign-
ment by
one to
the o-
ther of
Debts.

(3.) Now witnesseth these presents, That the said A. B. doth, for the consideration hereafter in these presents expressed, by these presents, as much as in him lieth, grant, assign and set over unto the said C. D. his Executors, Administrators and Assigns, all and singular such Debts and sums of Money as are owing to them joyn'tly, or either of them severally, for or concerning their trade or Copartnership aforesaid, and also all his right, title, interest, property and benefit, of, in and to the same Debts, and every of them, and also all and singular Wills, Bonds, Specialties, Leases and Books, for and concerning the said Debts, and the late Copartnership between them: All which Debts are mentioned and expressed in a certain Schedule, interchangably subscribed with the hands of the said A. B. and C. D. as by the said Schedule more at large appeareth. To have, hold and enjoy all and every the said Debts, Wills and Specialties unto the said C. D. his Executors, Administrators and Assigns, to his and their own proper use and benefit, without any manner of account or reckoning, to be thereof yielded, made or given unto the said A. B. his Executors, Administrators or Assigns, or any of them.

Power
given to
get in
the
Debts
assigned.

(4.) And the said A. B. doth by these presents give and grant to the said C. D. his Executors, Administrators and Assigns, full power and authority in the name of the said A. B. to ask, levy, recover and receive, by all such lawful ways and means, as shall be thought requisite by the said C. D. his Executors, Administrators or Assigns, all and singular the said Debts and sums of

of Money, expressed in the said Schedule, for and to the onely use and behoof of the said C. D. his Executors, Administrators and Assigns, without any account to be made, yielded, had or given for the same: And that he the said A. B. his Executors, Administrators and Assigns, shall and will at all times hereafter, quietly permit and suffer the said C. D. his Executors, Administrators and Assigns, in his, their, or any of their Name or Names, to sue for, recover, take, and enjoy to his and their own use, without any Account to be rendred, all the aforesaid Debts and sums of Money, and every of them, and every part thereof in the said Schedule mentioned, by all such lawful ways and means as to him or them shall be thought meet, without any let, trouble, interruption, acquittance, release or discharge, of, or by the said A. B. his Executors, Administrators or Assigns, or by his or their means, assent, default or procurement.

(5.) And further, that if the said A. B. or his Assigns, or any person or persons, by force or virtue of any power or authority derived from him or them, have at any time formerly, or since the — day of, &c. received, released or discharged any of the said Debts or sums of Money expressed in the said Schedule, or otherwise alienated them, other than such Releases and Discharges as have been by the consent of the said C. D. that then upon notice given by the said C. D. his Executors, Administrators or Assigns, to the said A. B. his Executors or Administrators, he the said A. B. his Executors or Administrators shall within thirty days, next after such notice and lawful warning given to the said A. B. his Executors or Administrators, satisfy and recompence the said C. D. his Executors, Administrators or Assigns, of, and for the same, without fraud or covin.

To
make
satisfa-
ction for
Debts
disco-
ver'd to
be re-
leased,
&c.

Not to
hinder
recover-
y of the
Debts
assigned.

(6.) And, that he the said A. B. his Executors or Administrators shall not at any time or times hereafter, willingly do or suffer any act or thing whereby to let or hinder the said C. D. his Executors, Administrators or Assigns, of, or in the recovery, getting in or obtaining the said Debts, or any of them, without the consent of the said C. D. his Executors, Administrators or Assigns, first had and obtained in writing.

To
make
further
Letters
of At-
torney.

(7.) And moreover, That the said A. B. his Executors and Administrators, shall and will, upon reasonable request to him or them made by the said C. D. his Executors, Administrators or Assigns, make, seal and deliver to him, or them, such other sufficient Letter and Letters of Attorney, for the Recovery and getting in of the said Debt and Debts, and sum and sums of Money, as by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel Learned in the Law, shall be reasonably advised, devised or required: which said Letter and Letters of Attorney, and advise touching the same, is to be at the proper charges of the said C. D. his Executors, Administrators or Assigns.

To pro-
cure re-
leases
from the
Credi-
tors.

(8.) In consideration whereof, the said C. D. for him, his Executors and Administrators, doth Covenant, promise and grant to and with the said A. B. his Executors and Administrators, in manner and form following: that is to say, That he the said C. D. his Executors and Administrators, shall and will at or before the — day of, &c. procure and obtain unto and for the said A. B. his Executors and Administrators sufficient general Releases, and other discharges in the Law, all those their Creditors whose Names are written in the said Schedule here-unto annexed.

(9.) And

(9.) And also, that he the said C. D. his Executors and Administrators, shall and will at all times for ever hereafter, save, and keep harmless and indemnified the said A. B. his Executors and Administrators, against all and every person and persons whatsoever, which they the said Parties to these presents, or either of them, are indebted unto, touching or concerning their said Copartner-ship: and of and from all such Actions, Suits, Costs, Damages, Charges, Troubles, Judgments, Executions and Demands whatsoever, as shall from time to time hereafter arise, or be had or procured against the said A. B. his Heirs, Executors or Administrators, or any of his or their Lands, Tenements, Hereditaments, Goods or Chattels, or any of them, or any part thereof, by any manner of person or persons whatsoever, touching their said Copartner-ship, for or concerning any Debt or Debts, by them, or any of them owing, or for or upon any Bill, Bond, Specialty, Promise, Contract or Reckoning touching the same, or any of them: and also of and from all such Costs and charges, losses and damages, as shall be awarded or judged against the said A. B. his Heirs, Executors or Administrators, for or upon any Suit or Non-suit, which hereafter shall happen to come or arise, for or concerning the said Debts, or any of them, or any part thereof.

In witness, &c.

Another form, where one assigns his part to the other.

Recital
of the
Copart-
nership.

(10.) **T**his Indenture made, &c. Between A. B. on the one part, and C. D. on the other part. Whereas the said A. B. and C. D. by their Indenture of Copartnership, bearing date, &c. for the consideration in the said Indenture specified, did condescend, conclude and agree, to become and continue joyned dealers and Copartners together in the Art and Mystery of, &c. in buying, selling and uttering of, &c. and all other Wares, Commodities and Merchandizes, belonging or commonly used to and with the said Trade, for the term of, &c. from the Feast Day of, &c. if the said A. B. and C. D. should so long live, and unless they the said A. B. and C. D. should otherwise agree together, as by the said Indenture of Copartnership, relation being thereunto had, more fully and at large it doth and may appear.

The dis-
solution
of it.

(11.) And, whereas the said A. B. and C. D. by their mutual consent, free will and agreement, and for very good causes and considerations, them thereunto moving, have thought fit to dissolve and break off the said Copartnership, and from henceforth to become no Copartners together.

The one
assigns
his part
to the
other.

(12.) Now this Indenture witnesseth, That it is Covenanted, concluded and fully agreed, by and between the said Parties, for and concerning the Premises in manner and form following: And the said A. B. for and in consideration of a certain sum of Money, to him in hand payed at the ensealing and delivery of these presents by the said C. D. the Receipt whereof he the said A. B. doth hereby acknowledge, hath granted, assigned,

set:

set-over, remised and released, and by these presents doth grant, assign, set-over, remise and release unto the said C. D. his Executors and Administrators, all and every such part, portion and share, as he the said A. B. hath, may, might or ought to have, of, in and to all and singular the Goods, Chattels, Household-stuff, wares, Merchandizes, Debts, Bonds, Obligations, Specialties, Wills obligatory, sum and sums of Money, and other things whatsoever incident or belonging to the said late Copartnership or joynr dealing, in any manner of wise. And also all his Estate, Interest, Right and Demand therein, or in or to any part thereof together, with all such benefit and commodity, as he the said A. B. might, or ought to have had taken or received, upon, for or by reason of the said Wills, Bonds, Bonds, Obligations or Specialties, belonging or relating to the said Copartnership.

(13.) And the said A. B. doth by these presents, To enforce himself, his Executors and Administrators, joy. Covenant and agree to and with the said C. D. his Executors, Administrators and Assigns, That it shall and may be lawful to and for the said C. D. his Executors, Administrators and Assigns, to have, keep, receive and enjoy, to his and their own use, as well all and every the Goods, Chattels, Household-stuff, Wares and Merchandizes, belonging to the said late Copartnership, as also all and every such Debts, Duties, sum and sums of Money, as shall be had, received, obtained or gotten by virtue of the said Bonds, Wills, Bonds, Obligations or Specialties, or any of them, or any Suit, Judgment, Process or Execution thereupon to be commenced, pursued, had or taken, without the let, trouble or contradiction of the said A. B. his Executors, Administrators or Assigns, and without any account thereof, or of any part thereof, to be rendred or yielded to the said A. B. his Executors, Administrators and Assigns, or any of them.

(14.) And

Not to
receive
or re-
lease
Debts.

(14.) And further, that he the said A. B. hath not received heretofore, any sum or sums of Money belonging to the said late Copartnership, or other than such as are already allowed upon account, nor hath released or discharged, nor that he, his Executors or Administrators, shall or will hereafter receive, release, discharge or make frustrate, all, or any of the said Debts, Duties, sum or sums of Money, Bonds, Specialties or Demands, due or to be due by virtue of the said Bills, Books, Specialties, Obligations or Assignments, or any of them (other than such as are allowed upon account as aforesaid) without the consent or agreement of the said C. D. his Executors, Administrators or Assigns, first had and obtained in writing under his or their hands.

Not to
dis-
charge,
&c. any
Action.

(15.) Nor shall voluntarily or willingly discontinue, disavow, suffer to be non-suited, or make any retract, or otherwise discharge, hinder or delay any Action, Suit or Plaint whatsoever, which he the said C. D. now hath, or shall at any time commence, prosecute or pursue in the Name of the said A. B. or in the Names of the said A. B. and C. D. for the recovery or obtaining of the Debts, Duties, sum or sums of Money, or Demands, or any of them, belonging to the said joint trade or dealing.

To justi-
fie Acti-
ons
brought.

(16.) But that he the said A. B. his Executors, Administrators and Assigns, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the Costs of the said C. D. his Executors, Administrators and Assigns, justify, maintain, avow and allow all and every such Actions, Suits, Plaints and Arrests, as he the said C. D. his Executors, Administrators or Assigns, shall commence, sue or prosecute, or cause to be commenced, sued or prosecuted for the recovery, levying, obtaining, or getting in of all or any the Debts, and sum and sums of Money belonging to the said late Copartnership: ratifying and confirming all and every lawful acts, matters and

and things whatsoever, which he the said C. D. his Executors, Administrators or Assigns shall commence or prosecute, for the recovery, getting in and obtaining of the said Debts, Duties, sum and sums of Money, or any of them.

(17.) And the said C. D. for himself, his Executors and Administrators, doth Covenant and grant to and with the said A. B. his Executors and Administrators by these presents, That he the said C. D. his Executors and Administrators, shall and will from time to time, and at all times hereafter, well and sufficiently acquit and discharge, and save harmless and indemnified the said A. B. his, &c. of and from all and all manner of Troubles, Damages, Arrests, Costs, Charges and Incumbrances whatsoever, which shall or may arise or happen to be had, recovered or obtained against the said A. B. for, by reason of means of any Action, Suit, Process or Plaint, which the said C. D. his Executors, Administrators or Assigns now hath, or shall or may hereafter commence or prosecute, or cause to be commenced or prosecuted, against any person or persons, for the recovery, getting in or obtaining any of the said Debts, Duties or Demands aforesaid, or for any Debts, Duties, sum or sums of Money, or any thing whatsoever touching the said Copartner-ship, now owing, or which shall hereafter be due or payable by the said C. D. and A. B. or either of them, to any person or persons whatsoever, for or by reason of any Wares taken up upon Credit by him the said C. D. and not charged upon the said partible account, wherewith or whereby the said A. B. shall or may be charged or chargable.

To save harmless, &c.

In witness whereof, &c.

Another

*Another, being a Partition of Debts
between a Copartner, and the Exe-
cutors of the other.*

Recital
of the
former
Part-
nership.

Debts
former-
ly divi-
ded and
recei-
ved.

Recital
of re-
main-
ing
Debts
unpaid.

(18.) **T**his Indenture made, &c. Between A.B. of the one part, and C.D. of, &c. Son and Heir of E. D. late Citizen of London deceased, and Executors of the last Will and Testament of the said E. D. on the other part: Whereas the said A. B. and E. D. in the life time of the said E. D. did deal and trade together, as joynt Partners and occupiers in the Trade of, &c. and other Merchandizes, and in buying, selling and Merchandizing, and by reason thereof divers and sundry sum and sums of Money, by divers and severall persons, became due and payable to them joyntly, as Debts joyntly owing unto them the said A. B. and C. D. And whereas the said A. B. and E. D. in the life time of the said E. D. by agreement between them, did sever, part, and divide between them divers Debts, due and owing unto them in such manner and form, as in and by a certain pair of Indentures, bearing Date, &c. [and certain Schedules thereunto annexed] made between the said A. B. of the one part, and E. D. of the other part, more plainly it doth and may appear: since which time divers of the said Debts have been received and compounded for, as well by the said A. B. and E. D. in the life time of the said E. D. as also by the said C. D. and A. B. since the decease of the said E. D.

(19.) And whereas divers and sundry sums of Money remained then, and are yet, unpaid and compounded for: And for the better recovery thereof, and for the continuance of Peace and amity between them, They the said A. B. and C. D. have equally divided those Debts yet remain-
in g

ing unpaid or compounded for: as in and by two Division
several Schedules thereof made (the one called of them.
the first Schedule, wherein the Debts, Duties,
sum and sums of Money and Demands, yet due
and unsatisfied now allowed and appointed unto
the said C. D. are contained and mentioned) and
the other called the second Schedule, wherein the
Debts, Duties, sum and sums of Money, and
Demands yet due and unsatisfied, and now ap-
pointed unto the said A. B. are likewise contained
and mentioned, as by the said Schedules here-
unto annexed, it doth and may appear.

(20.) Now this Indenture witnesseth, That
it is Covenanted, granted, concluded and fully
agreed by and between the said Parties for and
concerning the Premises, in manner and form
following: And first, the said A. B. for him, his
Executors and Administrators, doth by these pre-
sents grant, assign, and set-over, remise and re-
lease unto him the said C. D. his Executors and
Administrators, all and every the Debts, Obli-
gations, Bills obligatorie, and several sum and
sums of Money in the said Schedule annexed to
this present Indenture, called the first Schedule,
mentioned and expressed, and all his part, portion,
interest, right and demand therein, or thereto,
with all such benefit and commodity, as the said
A. B. can or may lawfully take or receive, upon, or
by reason of the said Obligations, Bills, Debts
or Demands, contained or mentioned in the said
first Schedule, allotted as aforesaid unto the said
C. D.

(21.) And further the said A. B. doth by these
presents, constitute and appoint, in his place and
stead put the said C. D. during his life, and after
his death, the Executors or Administrators of
the said C. D. to be lawful Attorney or Attorneys
irrevocable, for and in the name of the said A. B.
during his life, and after his decease, for and in
the name of his Executors and Administrators,
to ask, take, sue for, recover and receive, all and
every

Assign-
ment of
Debts by
A. B. to
C. D.

Makes
assignee
Attorney
to sue.

every the said Debts in the said first Schedule mentioned, of the particular Parties therein mentioned, or any of them, their or any of their Executors or Administrators.

Power
given to
recover.

(22.) And the said A.B. for him, his Executors and Administrators, doth Covenant and grant to and with the said C. D. his Executors and Administrators by these presents, That it shall and may be lawful to and for the said C. D. during his life, and to and for the Executors or Administrators of the said C. D. after his death, at the only Costs and Charges of the said C. D. his Executors and Administrators, in the Name of the said A.B. during the life of the said A.B. and after his death in the Name or Names of the Executors or Administrators of the said A. B. to commence and prosecute any Action or Actions, Suits or Plaints, for the recovery and getting in of all or any the Debts, Duties or Demands in the said annexed Schedule, called the first Schedule, mentioned or contained against all or any the Debtors therein named, their or any of their Executors or Administrators, and the same at the Cost and charges of the said C. D. his Executors or Administrators, to prosecute and pursue, until Judgment and Execution thereupon shall be had and taken. And all such sum and sums of Money, that shall upon, or by reason of any Suit or Suits, Plaint or Plaints, happen to be recovered, had, levyed and received, it shall and may be lawful to and for the said C. D. his Executors and Administrators, to have and take to his and their own use and uses, without any account to be thereof yielded or rendred to the said A. B. his Executors and Administrators, or any of them: ratifying, and by these presents confirming all and every action and actions, suit and suits, thing and things, which the said C. D. his Executors or Administrators shall lawfully make, do, commit or execute, or cause to be made, done, committed or executed in and about the premises,

misses, for and touching the said Debts in the said first Schedule mentioned.

(23.) And the said A. B. for himself, his Executors and Administrators, doth by these presents Covenant and grant to and with the said C. D. his Executors and Administrators, That he the said A. B. hath not heretofore released or discharged, nor that he, his Executors or Administrators, shall or will hereafter, release or discharge, all or any the Debts, Duties, sum or sums of Money, or Demands in the said Schedule, called the first Schedule mentioned, without the consent or agreement of the said C. D. his Executors, Administrators or Assigns, first had and obtained in writing, under his or their hands in that behalf. Nor voluntarily or willingly discontinue, disallow, or be non-sued in, or make any retraxit or other discharge to hinder or delay any Action, Suit or Plaint which the said C. D. his Executors, Administrators or Assigns, shall at any time commence, sue or prosecute for the Recovery, getting in or obtaining the said Debts and sums of Money in the said Schedule, called the first Schedule mentioned and contained, or any of them.

Not to Release.

Not to discontinue any Action.

(24.) But, that he the said A. B. his Executors and Administrators, shall and will from time to time, and at all times hereafter, justify, maintain, allow and allow, all and every such Actions, Suits, Plaints and Process, which he the said C. D. his, &c. shall at any time hereafter, commence, sue forth or prosecute (at the cost and charges of the said C. D. his Executors, Administrators or Assigns) against any person or persons, for the recovery, or getting in of all or any of the said Debts, and sums of Money in the said Schedule, called the first Schedule, annexed to these presents contained and expressed.

To justify Actions.

(25.) And

To discharge,
&c. the
other.

(25.) And the said C. D. for him, his Executors and Administrators, doth by these presents Covenant and grant to and with the said A. B. his Executors and Administrators: That he the said C. D. shall and will from time to time, and at all times hereafter, sufficiently acquit, discharge and save harmless the said A. B. his Executors and Administrators, and every of them, of, and from all and all manner of damages, troubles, suits, arrests, costs and charges whatsoever, which shall be taxed upon, or happen to be had, brought, recovered or obtained against the said A. B. his Executors or Administrators, Goods, Chattels or Lands, for or by reason of any Action, Suit, Plaint, Process, Judgment, Arrest or Execution, which the said C. D. his Executors, Administrators or Assigns shall hereafter bring, commence, pursue or prosecute, or cause to be brought, commenced, pursued or prosecuted against any person or persons in the said Schedule, called the first Schedule, mentioned or contained.

Assign-
ment of
Debts
by C. D.
to A. B.

(26.) And the said C. D. for the consideration aforesaid, doth grant, assign and set-over, remit and release unto the said A. B. his Executors and Administrators, all and every the Debts, Obligations and Bills obligatory, and several sums of Money, Duties and Demands, in the said Schedule, called the second Schedule (annexed to this present Indenture, and allotted to the said A. B. as aforesaid contained and expressed) and all Writings and Specialties whatsoever, touching, or in any wise concerning the same, or any of them, and all his part, portion, interest and demand, of, in and to the same, or any part or parcel thereof, together with all such benefit and advantage, as the said C. D. his Executors or Administrators, can or may lawfully have, take or receive, upon or by reason of any of the said Debts, Duties or Demands, contained or expressed in the said Schedule, called the second Schedule,

Schedule, annexed to these presents: And that all and every the said several sums of Money in the said Schedule, called the second Schedule, mentioned and contained, shall be, and remain fully and wholly, and to the sole and proper use of the said A.B. his Executors, Administrators and Assigns, without the let, trouble or contradiction of the said C.D. his Executors, Administrators or Assigns, and without any account to be rendred or yeilded unto the said C.D. his Executors, Administrators or Assigns, for or in respect of the same.

(27.) And the said C.D. doth Covenant, promise and grant, for himself, his Executors and Administrators, to and with the said A.B. his Executors and Administrators by these presents: That neither the said E.D. in his life time, nor the said C.D. since his decease, have not heretofore received, released or discharged: nor that the said C.D. shall or will at any times hereafter, receive, release or discharge the said Debts, Duties, sum or sums of Money, and Demands, or any of them in the said Schedule, called the second Schedule mentioned, and allotted unto the said A.B. for his part, as aforesaid, of the premises, without the consent of the said A.B. his Executors, Administrators or Assigns, first thereunto had and obtained, in writing under his or their hands: nor shall or will voluntarily or willingly discharge, hinder or delay any Action, Suit or Complaint whatsoever, which the said A.B. his Executors, Administrators or Assigns, shall at any time hereafter commence, sue or prosecute for the Recovery, getting in, or obtaining of all or any the said Debts, or sum or sums of Money, or Demands in the said Schedule, called the second Schedule, mentioned or contained.

Not to
release
the
Debts;
&c.

Not to
delay a-
ny Suit.

Cove-
nant to
deliver
up the
Bonds.
&c. and
shew
forth
the
Shop-
Books.

(28.) And whereas the said Debt Books, and other Books, Bills, Bonds, Obligations and Specialties, wherein the Debts, Duties and Demands before-mentioned, and wherein or whereby any Wares or Merchandizes were sold or delivered to the persons in the said last mentioned Schedule named or contained, are now in the hands or possession of the said C. D. : He the said C. D. doth Covenant for him, his Executors, and Administrators, with the said A. B. his Executors, Administrators and Assigns, that he the said C. D. his Executors or Administrators, shall and will within two Months after the date of these presents, deliver or cause to be delivered unto the said A. B. his Executors, Administrators or Assigns, safe, whole and uncanceled, and undefaced, all and every the Bonds obligatory, Bills and Specialties herein before-mentioned, to be assigned unto the said A. B. and whereby any of the Debts in the said second Schedule mentioned, are or shall become due and payable: and shall and will also upon reasonable request unto him the said C. D. his Executors or Administrators to be made by the said A. B. his Executors, Administrators or Assigns, produce and shew forth unto the said A. B. his Executors, Administrators or Assigns, or to, or before such person or persons as he or they shall appoint or direct: The said Books, called the Debt Books, and all other Books and Writings which remains in the hands, custody or possession of the said C. D. wherein the said Debts, Duties and Demands, or any of them (contained in the said Schedule, called the second Schedule) are contained, or whereby or wherein any Wares or Merchandizes, touching or concerning the same, which were sold or delivered to any person or persons in the said second Schedule contained, are mentioned or doth appear, whereby the said A. B. his Executors, Administrators or Assigns, may have and take the view, benefit and use thereof,

to be shewed or produced forth in any Court or Courts of Record, or elsewhere, for the declaring, proving or manifesting of any the Debts in the said Schedule, called the second Schedule, contained, or for any other reasonable occasion whatsoever.

In witness, &c.

Another, being also a Partition of Debts and Goods: after the dissolution of the Copartnership.

(29.) **T**his Indenture made, &c. Between A. B. of the one part, and C. D. of the other part: Whereas the said Parties for and by the space of certain years now last past, have had, held and occupied a partible Stock, and have continued Copartners in the Trade of buying, selling and retayling Linnen Cloth, and other Merchandizes: and now have resolved and agreed together from henceforth, absolutely to all intents, to dissolve, determine and break off the said Copartnership, of, and in the Premises. And have further concluded and agreed to divide the said partible Stock, and all Debts and Credits thereof, and thereby arising and being: and each of them to hold and retain his several part and proportion, to and by himself, in severalty, to his own use and profit, and not in common or jointly,

Recital of their dissolution of the Copartnership.

Their intention to divide the Stock.

Cove-
nant to
dissolve.

(30.) It is therefore Covenanted and agreed, by and between the said Parties to these presents, and either of them for himself, his Executors and Administrators, doth Covenant and grant to and with the other of them, his Executors and Administrators by these presents, in manner and form following: that is to say, That the said Copartnership, and all other Partnerships and joint tradings, now, or at any time before the Date of these presents, had, used or exercised by and between the said Parties to these presents, do, and shall from henceforth, immediately cease, determine and clearly end and have no further continuance, or being to any effect or purpose whatsoever: any Covenant, Covenants, or other matter, agreement, promise or thing to the contrary thereof, had, made, concluded or promised by and between the said Parties to these presents in any wise notwithstanding: And that all such former Covenants, promises and agreements as have been passed or made, by or between the said Parties, touching any further continuance or prolonging of any such Copartnership, or Partnerships, to be had or holden between the said Parties, shall, by virtue of these presents, be deemed and adjudged to be void and of none effect.

The one
to have
all the
Goods
and ready
Money.

(31.) And the said A. B. for himself, his Executors and Administrators, doth Covenant and grant to and with the said C. D. his Executors and Administrators by these presents, That he the said C. D. his Executors and Administrators, for his and their part of the said partible Stock, and other the Premises, shall have, take and enjoy from henceforth, to the sole proper use and behoof of the said C. D. his Executors, Administrators and Assigns, all the Linnen Cloth, Wares, Merchandizes, and ready Money whatsoever, now remaining in stock of the said Copartnership, or being any part or parcel thereof, or relating thereunto: which by estimation is now

now rated and valued to the sum of One thousand pounds of lawful Monies of England, the same, and every part thereof to be, remain and continue from henceforth to the said C. D. his Executors, Administrators and Assigns, discharged and acquitted, or else upon reasonable request, saved and kept harmless by the said A. B. his Executors or Administrators, of and from all manner of Interests, Judgments, Charges, forfeitures, Titles and Incumbrances, had, made or suffered by the said A. B. or by any other in his Right or Title, or lawfully claiming by, from or under him, them or any of them.

(32.) And the said A. B. doth by these presents, grant, assign, release and put-over to the said C. D. his Executors, Administrators and Assigns, all the Right, Interest, Claim and Demand of him the said A. B. of, in and to all the said Linnen Cloth, Wares, Merchandizes and ready Mony, and of, in and to every part and parcel thereof.

(33.) And moreover, it is Covenanted, granted and agreed, by and between the said Parties thereto these presents: And the said C. D. for himself, his Executors and Administrators, doth Covenant and grant to and with the said A. B. his Executors and Administrators by these presents, That the said A. B. for his part and share of the said partible Stock, and other the premises, shall have, take and enjoy to his own proper use and behoof for ever, without any let, disturbance or interruption of the said C. D. his Executors or Administrators, or any other lawfully claiming, from, by or under him: All and every such Debts, and sum and sums of Mony, which are now due and owing, or to be paid to the said Copartners jointly, or by reason or means of the said Copartnership, and which are particularly mentioned and expressed in a Schedule indented, annexed to these presents, together with all Wills, Bonds, Specialties and Writs concerning the said Debts, or any of them.

R k 3

(34.) And

Assign-
ment of
the
Debts.

(34.) And the said C. D. doth by these presents clearly and absolutely, as much as in him lieth, release, assign and set-over unto the said A. B. his Executors, Administrators and Assigns, all and every the said Debts, and sum and sums of Money, owing as aforesaid: and all Bonds, Bills, Specialties and Woks whatsoever, touching or concerning the same, and all his Right, Title, Interest, Claim and Demand whatsoever, of in and to the same Debts, and every part and parcel thereof: and of, in, to all and every the said Bonds, Bills, Specialties and Woks which touch or concern the said Debts, and sum and sums of Money, or any of them, or any part or parcel thereof.

That the
Assignee
of the
Debts,
shall en-
joy
without
account.

(35.) And the said C. D. for himself, his Executors and Administrators, doth Covenant and grant to and with the said A. B. his Executors, Administrators and Assigns, by these presents, in manner and form following: that is to say, That he the said C. D. his Executors and Administrators, shall and will from time to time, and at all times hereafter permit and suffer, That he the said A. B. his Executors, Administrators and Assigns, to his and their own use, shall and may demand, require, collect, receive, gather and levy by all lawful ways and means, all and every the Debts, and sum and sums of Money in the said Schedule mentioned or expressed, and every part and parcel thereof, without any let, denial, gain-saying or interruption of the said C. D. his Executors or Administrators, or any of them: and the same shall or may retain and hold to his and their own proper use, without any account thereof, or of any part thereof, to be made or rendered to the said A. B. his Executors or Administrators, or any of them.

every such Release and discharge of any of the said Debts, in the said Schedule expressed, shall and will truly pay and satisfy, or cause to be paid and satisfied to the said A. B. his Executors and Administrators, the full proportion of all and every such Debt and Debts, in the said Schedule expressed, which he the said C. D. his Executors or Administrators shall so release or discharge without fraud or covin.

The one
to pay
part of
the Debts
by them
owing.

(38.) And the said A. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said C. D. his Executors and Administrators by these presents, That he the said A. B. his Executors or Administrators, shall and will well and truly satisfy and pay, to and among the Creditors of the said A. B. and C. D. in respect of their said Copartnership, the sum of 500 l. of lawful moneys of England, towards the payment and satisfaction of such Debts and sums of money, as to the said Creditors are due and owing, out, of, or in respect of the said partible Stock, copartnership or joynnt-occupping, in manner following, viz. &c.

The o-
ther to
pay the
other
part of
the Debts

(39.) And the said C. D. for himself, his Executors and Administrators, doth covenant and grant to and with the said A. B. his Executors and Administrators by these presents, That he the said C. D. his Executors or Administrators, shall and will well and truly satisfy and pay, to and among the said Creditors, towards the payment and satisfaction of such Debts and sums of money, as to the said Creditors are due and owing, out, of, or in respect of the said partible Stock, and joynnt dealing, the sum of 400 l. of lawful moneys of England, in manner and form following, viz. &c.

(40.) And it is agreed by and between the said parties to these presents: And each of the said parties severally for himself, his Executors and Administrators, doth covenant and grant, to and with the other of them, his Executors and Administrators by these presents, That if any private Debt, charge or cause of action, be growing or depending, by reason or occasion of the said Copartnership, unto which the said Copartners are become subject and liable unto, other then and except such known Debts, charges and causes of action, as are mentioned or specified to be owing, due or arising in and by their common Book of Accounts kept between them, That then and in all such cases, such of the said parties to these presents, in whose default, or by whose act and procurement such Debt, charge or cause of action, did grow or arise, shall within convenient time fully satisfy and pay the same, and thereof discharge, acquit, and save harmless, the other of the said parties, his Executors and Administrators.

(41.) And moreover it is agreed by and between the said parties for them, their several Executors and Administrators, That if any variance or cause of Suit at any time or times, hereafter do or shall happen to grow or arise between the said parties, or the Executors or Administrators of them or either of them, by, for, upon, or concerning any Covenant, clause, matter or thing, in these presents expressed or contained, or for or in respect of the said Copartnership, or joint trading; That then and so often the party in that behalf grieved, shall make declaration thereof unto, &c. unto whose order, determination and judgment, for, touching and concerning the same, or any part thereof, for time to time, the said parties, and either of them, for their several parts, and for their several Executors and Administrators, do wholly submit them-

themselves by these presents, so as their order and judgment concerning the same, be made or given up in writing, under their hands and seals, within three Months, next after such declaration to them made, as aforesaid: and during the said three Months neither of the said Parties shall directly or indirectly, bring, pursue or prosecute any Action, Suit or Complaint against the other of them, his Executors or Administrators, touching the same. And they the said Parties do bind themselves, their several Executors and Administrators, to stand to, abide and perform all and every such order, judgment and determination, as the said, &c. shall within such time, as aforesaid, make and give up, as aforesaid, for and touching the Premises referred to them.

In witness whereof, &c.

The form of a Condition of a Bond, upon separation of Copartnership.

Recital
of former
Partnership, and
Debts
contracted.

(42.) **T**he Condition of this Obligation is such, That whereas the within bounden A. B. and the within named C. D. have for divers years, now last past, occupied together as Copartners in all things, as well touching and belonging to the Trade of Woollen-draper, as in such Wares and Commodities, as during the said Copartnership, they have otherwise traded and dealt in. In which time of their Copartnership, and by reason thereof, there are divers and sundry Debts and sums of Money owing unto them, and likewise divers several Debts are owing by them to several Persons, by reason of the said Copartnership, which are by them the said Parties to

to be equally born and payed, The several particulars of which said Debts, as well to them due and owing, as by them due and owing are mentioned and comprised in two several Schedules, subscribed with the hands of the said A. B. and C. D. whereof the one remaineth in the custody or hands of the said A. B. and the other remaineth in the custody or hands of the said C. D.

(43.) And forasmuch as the said A. B. and C. D. have between themselves agreed, not to continue or proceed any farther in Copartnership together, but are willing and minded to take out the Co- their several Stocks, and to separate and divide asunder from their former joynt trading, and ship and for that it is the full meaning of each of the said to divide Parties, that for the Debts to them due and the owing, as Copartners, and in respect of their Debts, said joynt dealing (after the Debts owing by &c. them, which were contracted during the said joynt Trade, and by reason of the said Copartnership are satisfied and payed) should be equally divided between the said A. B. and C. D. part and part like.

(44.) If therefore the said A. B. his Executors, Administrators or Assigns, shall and do notice from time to time, within one Month next after of Re- he or they shall have at any time or times here- ceipts. after, received any part or parcel of the Debts, Duties, or sums of Money mentioned in the said Schedule or Writing, to be to them joyntly due and owing in respect of the said Copartnership, do give just and true knowledge unto the said C. D. his Executors, Administrators or Assigns, of every such particular Receipt, so from time to time to be had and received.

(45.) And do also then make just payment un- To pay to the said C. D. his Executors, Administrators a moiety or Assigns, of the one moiety, or full half part of to his every such sum and sums of Money, so by the said Fellow. A. B. his Executors or Assigns, to be received or had upon their joynt account. And further, that if the

To pay
the o-
ther
moiety
to Cre-
ditors.

the said A. B. his Executors, Administrators or Assigns, within convenient time after such particular Receipt, as aforesaid, do from time to time pay, or cause to be paid, unto and amongst the joynt Creditors of the said A. B. and C. D. for and towards the payment of their joynt Debts, growing by their said Copartnership, the other moiety or half part of such sum and sums of Money, as shall from time to time be received, as aforesaid, until such time as their said Debts shall be fully satisfied.

Not to
com-
pound
without
the o-
thers
consent.

(46.) And further also, if neither the said A. B. his Executors, Administrators or Assigns, nor any of them, at any time or times hereafter, shall or do make any composition for the said Debts, Duties, sum or sums of Money, or any of them, with any of the Debtors owing the same, or any of them, without the special licence, consent or agreement of the said C. D. his Executors, Administrators or Assigns, first thereunto had and obtained in that behalf.

To assist
the o-
ther.

(47.) And further, if the said A. B. his Executors or Administrators, do and shall from time to time, use his and their best endeavour for the aiding and assisting of the said C. D. his Executors, Administrators and Assigns, for the better and speedier obtaining and recovery of his and their parts of every of the said several Debts, Duties, sum and sums of Money to them, in regard of their Copartnership aforesaid, due or owing, and that without fraud or covin: Then this Obligation to be void, and of none effect, or else, &c.

The like to be made by the other Party: but I think it best in both, to alter the five and fortyeth Section; and to make the one moiety of what shall be received to be payed in discharge of Debts: and the half of the residue, to be payed to C. D. &c. mutatis mutandis.

Another

Another form of a Condition, upon separation of Copartnership: for one to discharge the other of Debts due upon a private account.

(48.) **T**he Condition of this Obligation is such, That whereas the within named C. D. and the within bounden A. B. have for divers years last past, occupied together as Copartners in all things, as well touching and belonging to the Trade of a Wollen-draper, as in such other wares and Commodities, as during the said Copartnership they have otherwise traded and dealt in. In which time of their Copartnership together, each of the said Parties are become indebted to divers and sundry persons of their own meet particular and private account, not properly belonging to the partible account of Copartnership: or wherewith either of the said Parties, in respect of their mutual and joynt occupying together, are charged.

Recital of Copartnership, and particular debts accruing during the same.

(49.) And, forasmuch as they the said Parties to these presents, are now by mutual agreement separating from further dealing in Copartnership together, and it is the full intent and meaning of both the said Parties, that all Debts, Duties, and sum and sums of Money, as the said A. B. in the time of the said Copartnership together with the said C. D. was, or is any way indebted, as touching his private, proper and single account, shall not in any wise touch or charge the said C. D. his Executors or Administrators, with the payment of the same, or of any part thereof.

Their intent to separate, and that neither Debt charge the other.

(50.) It

To discharge
his Fellow
from the
private
Debts.

(50.) If therefore the said A. B. his Executors or Administrators, do and shall at all and every time and times hereafter, clearly and absolutely acquit, discharge and save harmless the said C. D. his Executors and Administrators, and his and their Goods and Chattels, against all and every person or persons whatsoever, not onely of and from, all and every such Debt and Debts, and sum and sums of Money, due heretofore, made and contracted by the said A. B. in the time of the said Copartnership, which belonged not unto, or any way concerned the joynt or partible account between them, as Copartners, but onely, solely and singly unto the said A. B. his Executors and Administrators, but also of and from all actions, suits, arrests, costs and dammages, which may arise or come, for, touching, or in any wise concerning the said private and single Debt and Debts of the said A. B. unto the said C. D. his Executors or Administrators, or with which he shall or may in any wise be chargable with. Then this Obligation to be void and of none effect, or else, &c.

The like from C. D. to A. B. *mutatis mutandis*.

C A P.

C A P. V.

*Containing some Presidents relating
other matters: between Traders.*

*Articles of agreement concerning Fa-
ctorship, between a Trader in the
Country, and his Factor in Lon-
don.*

(1.) **A**rticles of agreement had and made **Recital**
the, &c. Between A.B. of, &c. Clo- of the
thier of the one part, and C. D. of Con-
tract.

London, &c. on the other part: Whereas the said
A.B. hath contracted with the said C.D. to employ
him as a Factor in London, for him the said A.B.
for the venting, selling and uttering of all such
Almister and Chard Kersies, as he the said A.B.
shall consign and send unto him the said C.D. to
his now dwelling house in Lothbury London,
for and during the term and space of two years,
to be reckoned and accounted from the day of the
Date hereof.

(2.) Whereupon it is Covenanted, granted, **To utter**
concluded and agreed by and between the said **Wares**
Parties: and either of them the said Par- **sent.**
ties, by and for himself, his Executors and
Administrators, both Covenant and grant to
and with the other of them the said Parties, his
Executors and Administrators, in manner and
form following. Imprimis, That he the said
C.D.

C.D. shall and will not onely accept and take into his house, charge and custody, all such *Glitters* and *Chard Berseys*, as the said A. B. shall upon his account, or which shall belong unto him, send and consign unto the said C. D. to London to be vended and sold, but also shall do his best endeavour in the vending and selling of the same, to and for the only use and benefit of the said A. B. in the best manner that he the said C. D. can or may perform, and that from time to time, for and during the space of two years, to be reckoned and accounted, as aforesaid.

To keep
true Ac-
counts,
and to
make
true
pay-
ments.

(3.) Item, That he the said C. D. shall not onely keep, or cause to be kept, just and true *Books* of account and reckoning in writing, of all such *Cloth* and *Berseys*, as the said A. B. shall from time to time, during the said space of two years, to be reckoned as aforesaid, consign unto the said C. D. and shall so come to his charge, and also to whom, and at what Rates and Prices, and at what time and times the same shall be sold and vended, but also make true payment and delivery unto the said A. B. his Executors, Administrators or Assigns, of all such *Moneys*, *Specialties*, and other things as shall come unto the hands of, or shall be received by the said C. D. for the said *Berseys*, during the term aforesaid, together with such *Berseys*, as before the same account shall appear to be received by the said A. B. and not sold at the end of the said term.

To be
faithful,
&c.

(4.) Item, That he the said C. D. shall be true and faithful unto the said A. B. in all his said sales to be made, and not defraud or defeat the said A. B. in any of the Premises, wilfully, or to his knowledge, but shall endeavour to vent the said *Berseys* unto able men, for the smallest and shortest time of payment, and for the best prices, so far forth, as he conveniently can or may perform or procure without fraud or covin. And that

that the said C. D. shall not during the said two Not to
years, deal or trade as Factor, for any other per- be Fa-
son or persons, for the buying or selling of any For for
Whimster or Chard Kerseys, but only for him any o-
the said A. B. and as his agent or Factor, as ther, &c.
before is specified.

(5.) Item, In consideration of which Factor- The Re-
ship, so to be done and performed, as aforesaid, by com-
the said C. D. he the said A. B. doth for him, his pence
Executors and Administrators, Covenant and for the
promise to pay unto the said C. D. his Executors Factor.
or Administrators, the sum of, &c. per annum,
and also the sum of, &c. per annum, for Hallage,
Portorage, and other like Charges.

(6.) Item, That the said A. B. shall not at Not to
any time, during the said two years, consign or consign
send unto the said C. D. any of the said Kerseys, any o-
that shall belong to any other person or persons, ther but
but such that shall properly belong unto him the his own
said A. B. Kerseys.

In witness, &c.

L I

The

*The form of Articles of agreement
amongst Creditors, for levying of
Debts.*

Articles Tripartite Indented of agree-
ment, made the, &c. Between the Cre-
ditors of M.F. late Citizen and Mer-
cer of London, deceased, whose Names,
together with their Debts severally to
them owing, are specified in a several
Schedule to every part of these presents
annexed, on the first part: C.D. of, &c.
a Creditor also of the said M. F. on the
second part: and E. F. of, &c. Widow;
late Wife of the said M.F. on the third
part, in manner and form following:
That is to say,

Who to (7.) **I**mprimis, The said Creditors, and every
take of them have agreed, and by these pre-
Admini-sents do agree with the said C.D. and E. F. that
strati-the said C. D. shall and may have and take the
on of the Administration of all the Goods, Chattels and
Debtors Credits, which were of the said M. F. deceased,
Goods, according to the Laws of this Realm: thereof
&c. to dispose and administer, according to the tenor
of these present Articles, and not otherwise.

What (8.) **I**tem, That in consideration of such
allow-paings as the said C. D. shall take about the said
ance the Administration, the said C.D. upon his true and
Admini-reasonable account thereof made, before such au-
stratorditors as the said Creditors, or the greater part
is to of them shall assign to take the said account,
have. shall have allowance of all his reasonable Cost
and charges, as well by Suits of Law or other-
wise,

wife, by him to be defrayed and expended about the said Administration, and moreover six pence for every twenty shillings in value that he shall Administer: And also that the said C. D. at every dividend making, shall and may retain for his own Debt, owing by the said M. F. in equal proportion, with what he shall divide and pay to the other Creditors according to the quantity of their several and respective Debts.

(9.) Item, That the said C. D. shall before any dividend, pay or cause to be paid to the said E. F. for satisfaction of her Title of Dowry in the late Mansion house of the said M. F. situate in, &c. the sum of forty pounds of lawful Monies of England, or shall deliver unto her, so much of her said late Husbands Goods, as shall amount to that value (according to a reasonable estimation) and likewise, for the funeral charges of the said M. F. ten pounds of like Monies: And also shall deliver to her the said E. F. to her own use, or suffer her to detain and keep to her own use and behoof, all her Apparel and Ornaments belonging to her Body, and such other things as she and the Creditors have agreed: as may appear by writing under their hands.

What proportion the Debtors Widow shall have.

(10.) Item, That the said C. D. so soon as An In- reasonably may be, after the said Letters of Ad- ventyory ministration to him granted, shall with and by to be the consent, and in the presence and oversight made of, &c. or three of them, cause all the Goods, of the Chattels and Debts, within the Realm of Eng- Goods. land, which were belonging to the said M. F. at the time of his decease, to be viewed and appraised by indifferent Persons, and a true Inventory thereof to be made, according to the usual custom, in such cases used within the City of London.

The Wi-
dow to
discover
the
Goods.

(11.) Item, That the said E. F. for her part shall and will use all her best endeavour, to discover and make known all and singular the Goods, Chattels and Debts of the said M.F. to the said C.D. and the other persons before-mentioned, without any concealment, default or delay in her behalf.

The
Debts to
be satis-
fied.

(12.) Item, That after the Goods, Chattels and Credits of the said M. F. shall be so viewed and appraised, and an Inventory thereof made and taken, as aforesaid: That then as well for the satisfying and payment of what is to be first satisfied and paid, in manner and form aforesaid, as towards the equal payment of the said Creditors, the said C.D. shall by the consent and oversight of the said, &c. or any two of them, make such speedy sale, at the best rates that he can, of all the Goods and Chattels which were of the said M.F. within the Realm of England, other than such as be appointed for the said E.F. as aforesaid, and make such speed to gather in and obtain such Debts as were owing unto the said M. F. at the time of his decease, as he reasonably can or may do: and then after the satisfaction and payment before-mentioned, to be first satisfied and paid, being first had and made: shall from time to time proportion and divide all the rest that shall come to his hands, of the Estate of the said M.F. unto every of his said Creditors, rate and rate like, according to the quantity of their several Debts, from time to time, and as often as he the said C. D. shall have any thing whereof such dividend may be made, until all the said Creditors shall be payed and satisfied their said Debts, if the Goods, Chattels and Debts of the said M.F. will extend or amount thereunto.

(13.) Item,

(13.) Item, That R. H. one of the Creditors Debts in the said Schedule mentioned, shall enjoy all beyond such Goods and Debts, which were of the said Sea, &c. M. F. and which the said R. H. hath now attached beyond the Seas, towards the payment of such Debts, as the said M. F. did owe there to him, and thereof the said R. H. so soon as conveniently may be, to shew the account to the said C. D. and four or three of the said Creditors at the least: and if more be recovered beyond the Seas by the said R. H. of the Goods and Debts late of the said M. F. than the Debt which the said M. did owe, to be paid there to the said R. H. That then he the said R. H. shall accept of the oberplus in part of payment of his Debt, owing unto him by the said M. F. here in England.

(14.) Item, That none of the Parties aforesaid, shall or will do or procure any thing to be done by any Suit, Plaint, Action or Attachment against the said C. D. or any other within the Realm of England, whereby the performance of these present agreements, or any of them, shall or may in any part be impeached, troubled or let: and that every of them shall acquit and relinquish all and every former Suits and Attachments whatsoever, had or made, which shall or may in any wise let or prejudice the true performance and fulfilling the said agreements, contained in these presents, or any of them.

Not to commence or prosecute any Suit in prejudice of these agreements.

(15.) Item, The said C. D. doth hereby agree to take upon him the said Administration, and thereof to administer truly and faithfully, according to these present Articles, and if there shall come sufficient to his hands to satisfy all the Creditors of the said M. F. and any thing shall remain to him over and above what will satisfy, according to the true meaning of these presents, That then upon reasonable request to him made, and discharge thereof to him given, by the said

To take upon him Administration, to discharge the Debts, &c.

E. F. her Executors or Administrators, he the said C. D. shall and will well and truly pay, or cause to be paid, the remainder thereof unto the said E. F. her Executors or Administrators, he or they putting in reasonable security to the said C. D. by her or their own Bond to re-pay the same, or so much thereof, as shall be lawfully and truly recovered, by any other Creditor of the said M. F.

If Debts
be reco-
vered
by Cre-
ditors,
not Par-
ties
hereun-
to; then
all to
Contri-
bute.

(16.) Item, If any Creditor or Creditors of the said M. F. not Party to these presents, do at any time commence any Action or Suit against the said C. D. as Administrator of the Goods and Chattels of the said M. F. and that the said Creditor, or Creditors of the said M. F. shall thereby lawfully, without practice, fraud or covin, recover their Debts, or any of them, against the said Administrator: Then it is further agreed by and between the said Parties to these presents, That the Creditors aforesaid, Parties to these presents, whose Debts shall be paid in part or in whole, according to this agreement, shall out of their several dividends, allow, satisfy and pay part and part like unto the said C. D. so much of their parts and proportions so received, as aforesaid, and according thereunto, as will satisfy and discharge the said Debt or Debts, and Damages and Costs of Suit for the same, the said C. D. likewise contributing according to his Rate towards the same.

(17.) Item,

(17.) Item, It is further agreed, That if To give any Creditors of the said M. F. not Parties to notice this agreement, shall or do commence any Suit of Suits. or Suits, against the said C. D. as Administra- tor of the said M. F. Then the said C. D. shall thereof give notice and warning unto the said Creditors, Parties to these presents, or to three of them at the least, to the end that they may joyn with the said C. D. in defence of the said Suit, for the best and common Commodity and advantage of the said Creditors, Parties to these presents.

(18.) All and every which Agreements aforesaid, and every Article and Clause thereof, every one of the Parties aforesaid, on their severall behalfes, and for their severall Executors and Administrators, do Covenant, grant and promise to and with all and every the other of the Parties aforesaid, and their severall Executors and Administrators, well and faithfully to hold accomplish and perform, without any fraud or deceit.

In witness, &c.

*Articles of Agreement for erecting a
New building in London, since the
great Fire : according to the Act of
Parliament for rebuilding London.*

Articles of Agreement made the, &c. Be-
tween A. B. Citizen and Fishmonger of
London, of the one part ; and C. D. of
the parish of St. Andrews Holborn, in
the County of Middlesex Carpenter,
and E. F. of the same parish Bricklayer,
on the other part, as followeth : That
is to say,

To
build a
Messu-
age.

(19.) Imprimis, The said C. D. and E. F. for
themselves jointly and severally, and
for their and each of their Executors, Admini-
strators and Assigns, do Covenant, promise, grant
and agree, to and with the said A. B. his Execu-
tors, Administrators and Assigns, as followeth:
that is to say, That they the said C. D. and E. F.
their Executors, Administrators, Workmen or
Assigns, shall and will for the consideration after
mentioned, at their or some of their proper Cost
and charges, and with their, or some of their own
Materials, in good firm and workman-like man-
ner, erect and build, or cause to be erected and
built, one Messuage or Tenement upon a Cost,
piece or parcel of ground, situate on the North-
Side of the Street within Newgate-Market,
London, formerly called Newgate, con-
taining in breadth on the front fifteen foot, or
thereabouts, and in depth one and forty foot, or
thereabouts, lying between the Messuage in the
occupation of I. B. on the East-Side, and the Mes-
suage

suage in the occupation of K. L. on the West-
side.

(20.) Which said Messuage shall contain, one The Celler with a partition about the middle part Rooms thereof, and a doo: therein, and a Shop over all therein the said Celler, thre Rooms over the said to be Shop: that is to say, A Fore-room, a Back- contain- room, and a little Buttery in the Kitchin next ed. the Stairs: thre Rooms over the said last men- tioned Rooms, and thre Rooms over them of the like dimensions: with two Garrets over them: and the same shall do, compleat and finish, or cause to be done, compleated and finished in good, strong and workman-like manner: and with good, strong and sound Bricks, Mortar, Timber and Materials: with all the Brick- layers work, Tilers work, Carpenters work, Smiths work, Plommers work, Plasterers work, and Glasers work whatsoever, that is or shall be needful and convenient for the building, compleating, and making habitable the said Messuage or Tenement.

(21.) Item, That they the said C. D. and E. F. their Executors, Administrators, Workmen and Assigns, shall and will do and perform all the said To pur- sue the Act for builing. Bricklayers and Tilers work, and Carpenters work, and other works aforesaid, with such Materials, of such proportions, dimensions and scantling, and in such manner and form, as is directed, limited and appointed, in and by an Act of Parliament, made in the Nineteenth year of his now Majesties Reign, intituled, An Act for rebuilding the City of London, and the Scheme thereunto annexed, for houses of the first sort of building, to be builded and erected, or as is directed by any other Act of Parliament since made.

(22.) And

The
Cellar.

An
House
or Office
in the
Cellar.

Cellar
Win-
dows.
Pave-
ment.
Stairs.

Lead-
en
Gutter.

(22.) And shall sink, and make the Cellar under all the said Messuage Eight foot deep, and shall in such convenient place in the said Cellar, as the said A. B. or his Assigns shall direct, dig, and make a Vault six foot square every way, or cleanse, repair and amend the old Vault there, and make the old Vault of the same largeness, in case it be not so: and from the same new or old Vault, shall make and carry up a sufficient Brick Funnel into the Cellar for an House of Office, and make a convenient seat thereunto: And shall make good and substantial Cellar-windows to the said Cellar, out of the Street, with good and substantial Iron-bars to the same Windows: The said Windows, to be of such largeness and form as the said A. B. or his Assigns shall direct. And shall have the said Cellar with good Bricks, and make a good strong pair of Stairs out of the Street thereunto, with good dry Elm Planks, about three foot and a half wide, with a good strong Plank and door to the said Stairs, and strong Iron-bolts to the said door: And shall in such convenient place, in the first Room or Shop over the said Cellar, as the said A. B. or his Assigns shall appoint, make a good pair of Stairs, of two foot and eight inches wide at the least, with Elm boards, into the said Cellar, and a Door well framed, plained and hung at the head of the said Stairs, with an Iron-latch and catch thereunto: And shall make and prepare a place for a Lead-en-Gutter, to be laid in the most convenient place, between the said Shop and Cellar, for carrying the Water from the Kitchen and Yard belonging to the Premises, and from the Sink of the said A. B. next to the Street.

(23.) Item,

(23.) Item, That they shall make the first of The Street Door to the said Messuage, with two Street leaves of good, whole, dry Deal, well framed Door. and lined, hung with good Hinges, with a good upright Bar and Staple to it, with a flap, and two strong Iron Bolts, over the same Door. And shall make good and substantial Shop=Win- Shop- dows, of good, whole, dry Deal, well glued, Win- battered, and lined, with slit Deal, with good dows. and sufficient Bars, Hinges, Staples, and Pins fitting to the same, of such form as the said A. B. or his Assigns shall direct. And shall car- The ry up a Stair=Cafe through the said House, with Stair- an open Newel=light, the Sky light over the Cafe. The Stairs to be of such wideness, and placed in such convenient places, and in such form, as the said A. B. shall direct. The said Stair= Doors to som and sufficient Partitions and Doors to eve- the re upper Room or Chamber, with Iron Latches, Cham- Catches and Hinges to every Door, the same ber. Doors to be made of good dry Deal glued and battered. And also one convenient Chimney to Chim- every of the said upper Rooms, of such dimens- neys. ons, depth and wideness, and place the said Partitions, Doors and Chimneys, in such places, sort and manner, as the said A. B. or his Assigns shall direct. And shall make a handsome Back- Window transoms window to the back part of the Shop, Window with two Iron Casements therein, and well to the glazed, with good Shutts to the same, of whole Shop. Deal, glued, lined, battered and hinged, with good and substantial Hinges. And an handsome A Back- strong Door into the Yard, of whole Deal, well Door. smoothed, glued, battered and hinged, with good Bolts to the same; and a glass Window over the said Door, with good Iron Bars, the same Windows to be of such largeness and dimensions, as the said A. B. or his Assigns shall direct.

Lock to
the fore-
Door.

Belcony.

Win-
dows.
Pedi-
ment for
a Sign.
Cham-
ber-Win-
dows.

(24.) Item, That they shall put one good strong Lock with a Key, to the fore-Door of the said Messuage, of eight shillings price at the least, and make and put up in the front even with the fore-Chamber over the Shop one fair Belcony, ten foot long, of good wrought Iron, and not cast Iron. And shall make one handsom pair of Doors, of Oak, four foot wide at the least, with a handsom glass window on the top of the said Doors, to go into the said Belcony. And on each side of the said Belcony=Window, a convenient two=light transom window, and shall make an handsom Pediment in the Brickwall over the Belcony to place a Sign in, as the said A. B. or his Assigns shall direct. And shall make in the two next Stories forwards, a transom window to each Room, of four foot and a half wide, or thereabouts, of a proportionable depth: and on each side of the said window, make a two=light transom window, uniform with the windows underneath. And to all the back=Chambers, a six light transom window in the rear of every Chamber, and a four light transom window, on the East=side of every of the said back=Rooms. The Frames of all the said windows to be good, dry, oaken Timber, well wrought and placed, as the said A. B. or his Assigns shall direct. And shall make a good strong Iron Casement to the third Story=Window to the front, with a good strong Lock to the same, and an Iron Rod in the middle thereof, the same Casement to be of such largeness every way, as the said A. B. or his Assigns shall direct. And shall make a good Iron Casement to such of the said two=light transom windows, in the said third Story on the front, as the said A. B. or his Assigns shall direct. And shall also make a good Iron Casement to the four light window in the fourth Story to the front, and to every window in the rear. All the windows to the front=Rooms up one pair of Stairs, to have sufficient and substantial Iron

Iron Bars. And shall make one good clear Storee three light luthern Window to the fore-Garret, and a three light clear Storee Window to the back-Garret, the Frames to be of Oak, with an Iron Casement in each Garret-Window.

(25.) Item, That they shall Plaster and Plaster-Ceel in workman-like manner with good Lime and Hair, all the Walls, Partitions, and Ceelings of every Room of the said House, and in every other place necessary except the Cellar, and shall lay all the Floors with good, whole, dry Deal, smoothed and close joynted: and shall cover the uttermost Rooms backward, or back-Garret, with good Lead, which Lead shall weigh eight pound and a half the foot at the least, and make a Brick wall on the back part, and on each side of the said Leads three foot high: and cover the said Wall with a Coping or Campshot of good sound Oak Timber: and shall cover the fore-Garret of the said House with good plain Tiles: and make convenient Gutters of Lead, to carry the water from the said Roof and Leads into the street, and bring the same with a convenient Pipe to the ground: and shall raise the ground-floor of the said Messuage, a convenient height above the street, so that there may be a stone-Step of seven inches high or more, as shall be convenient at the street-Door, and raise every other Storee proportionable, according to the Acts of Parliament in that behalf. And shall build the front of the said House with good rubbed Brick, and carve off the Roof with Cantilabers and Cornishes: and shall paint all the window-frames, Window-Casements, out-Doors, and Door-Cases, Cantilabers and Cornishes of the said House, and all out-places necessary, with good Colours well laid in Oyl. And glaze all the windows of all the front, upper Rooms or Chambers, and front-Garret, and the back

ing and
Ceeling.

Flooring

Cover-
ing.

Leaden
Gutters.

Raising
the Floor

The
Front.

Roof.

Painting

Glazing.

win-

Windows of the Shop, with good square Glasse,
well leaded, and all the rear and back-Windows,
except the Shop, with Quarries well leaded.

Time of
finishing
the
House.

Forfeiture. if
not finished.

To save
harmless
from the
Acts,
touching
Building

(26.) Item, The said C. D. and E. F. for themselves and either of them, their and either of their Executors, Administrators and Assigns, do by these presents Covenant, promise and grant, to and with the said A. B. his Executors Administrators and Assigns as followeth, viz. That the said House, and all and every the premises, shall be in all things as aforesaid, fully and wholly done, compleated and finished, by or before the twenty ninth day of September now next ensuing. And if it shall happen the said work, or any part thereof, shall not be compleated and finished, according to the true intent and meaning of these presents, by the twentieth day of October next also ensuing, That then and from thenceforth they the said C. D. and E. F. their Executors and Administrators, shall and will well and truly pay or cause to be paid, unto the said A. B. his Executors Administrators or Assigns, the sum of ten shillings sterling by the day, for every day which the said Work and Building, or any part thereof, shall so remain, and be unfinished and uncompleated.

(27.) And that they the said C. D. and E. F. their Executors and Administrators, shall and will from time to time and at all times hereafter, well and sufficiently save and keep harmless and indemnified the said A. B. his Executors Administrators and Assigns, and every of them, and the said Mesuage, and all and every his and their other Lands, Tenements and Hereditaments, Goods and Chattels, of and from all fines, pains, penalties, punishments and forfeitures whatsoever, contained in the said Acts of Parliament, or any of them, for or by reason of any irregularity which shall happen in the said Building, or any part

part thereof, contrary to the said Acts of Parliament, or any of them, for or touching the rebuilding of the City of London, and of and from all such Actions, Suits, Charges, troubles and damages, which he the said A. B. his Executors Administrators or Assigns may happen to incur, or be put unto, or sustain for or by reason thereof.

(28.) In consideration of which said Work, Materials and Buildings, to be done and performed in manner and form aforesaid, the said A. B. for himself, his Executors Administrators and Assigns, doth Covenant and promise to pay and satisfy unto the said C. D. and E. F. their Executors Administrators and Assigns, after the rate and price of sixty four pound the square, for every square of the said Building, the said money after the rate aforesaid to be paid as followeth, that is to say, When the floor over the said Cellar is laid, fifty pound thereof: when the next floors up one pair of Stairs are laid, fifty pound more thereof: when the next floors over that up two pair of Stairs are laid, fifty pound more thereof, &c. (as to the rest) and when all the said Work and Building shall be wholly done and finished in all things, according to the true meaning of these presents, all the remaining money that shall be due for the same, at the rate of sixty four pound the square, as aforesaid.

In witness.

FINIS.

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Arcana Clericalia :

Or, THE MYSTERIES OF CLERKSHIP.

C A P. I.

What a FINE is.



FINE is that which is accounted of all kind of Assurances the highest and most forcible, and although it be but fictio Juris, yet it is called a fine quia finem litibus imponit, and is also said to be exceptio peremptoria, and therefore not onely esteemed Amicabilis compositio but finalis concordia, the latter of which it is deservedly said to be, quia finem ponit negotio, adeo ut neutra pars litigantium ab eo de cetero possit recedere. It is an Instrument of Assurance containing a final Agreement (commonly made by the consent of persons, sometimes by force of a Suite in Law upon some Covenant for the leasing thereof) concerning Lands, Tenements, Hereditaments, Rent, or other things, wherein the

Kings Licence must be duly had and obtained, It must be acknowledged by the Cognizor, Deforc-
 ceant, or he that parts with his right in the Lands
 contained in the Fine, upon a writ of Covenant
 (most commonly, but sometimes upon a) *Quid juris*
clamat, per quæ servicia, de rationabilibus divisis,
de Recto patens, de Recto clausum, warantia
Chartæ, &c. as the case requires, before the Justices
 of the Common Pleas, or such other persons there-
 unto authorized by Commission out of Chancery,
 and lastly, it must be ingrossed upon Record in the
 same Court, there to remain for ever for the ending
 and composing of all differences and controversies
 as well between the parties and privies to the same,
 as all strangers not claiming in due time. Although
 a Fine is now become a formal Assurance of com-
 mon use from the result of a feigned difference, yet
 anciently it was the composition of a real controver-
 sie, and the end of a Suite indeed. For after the
 parties had contended by suite in law about the
 thing in question, by agreement a fine was leyed
 of it, and so the difference was ended. This of all
 other is esteemed the best Assurance, and is much of
 the nature of a Feoffment with Livery and Seisin
 executed thereupon, but of greater efficacy, and
 therefore called a Feoffment upon Record. By this
 Lands may be conveyed in Fee-simple, Fee-tail
 for life, or for years, and rent thereby also reserved,
 And lastly to sum up all in the words of the Sages
 of the Law — There neither is, nor can be provided
 by the Laws of the Land, any greater or more noble
 Security, by which any person may make his Estate
 more secure, or produce a Testimony of the highest
 Nature for confirmation of his Estate, than a Fine
 leyed in the Kings Court upon Record: which is
 therefore called a Fine, because it ought to be the
 Complement, and end of all proceedings and differ-
 ences.

C A P. II.

Of the several kinds of a Fine.

Of fines there be four kinds. The first whereof is called a fine sur Cognizance de droit come ceo que il ad de son done, which is single, and called also a fine sur Release. The second is a fine sur Cognizance de droit come ceo que il ad de son done, which is double, and properly called a fine sur done grant & render. The third is called a fine sur Cognizance de droit tantum, which is sometimes single, sometimes with Grant, and then it is called a fine sur done grant. And the fourth a fine sur concessit.

A fine sur Cognizance de droit come ceo que il ad de son done is the best, most principal, and surest of all kind of fines, by which an Estate passeth absolutely to the Cognizee, without rendering any thing back again to the Cognizor; and therefore is said to be single. It is lewyed with Proclamations according to the form of the Statute 4 H. 7. Cap. 24. It is said to be executed, viz. such a fine whereby the possession in Law of the lands contained therein is immediately transferred to, and vested in the Cognizee without the help of a writ of habere facias seisinam; so that he may enter: for that the Estate is thereby (in law) in the Cognizee, that is to say, to such uses as are declared in the writ leading the use of the fine; for take this for maxime, That unless it be declared by deed (or otherwise) to what use the fine was lewyed, the fine shall be and inure to the use of the Cognizor that lewyed the fine.

A fine sur done grant & render, is that which is called a double fine, being in a manner two fines (that is to say, a fine sur Cognizance de droit come ceo, &c. and a fine sur Concessit) form'd into one, whereby the Cognizee (after Release and warranty made to him by the Cognizor of the lands contained therein) doth grant and render back to the

A Fine
sur Cogni-
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ceo, &c.
what it
is?

A Fine
sur done
grant &
render,
what?

Cognizor the lands, &c. or some part thereof, and many times limiting thereby Remainders to persons that are Strangers, and not named in the writ of Covenant. This fine is partly executed, partly executory, and hath Proclamations, and is (quoad partem priorem) absolutely of the same Nature with a Fine sur Cognizance de droit come ceo, &c. but as to the second part containing a Grant and render (as aforesaid) it is taken in law to be rather a private Conveyance or Charter, then to have the force of a fine, which (as we have before expressed) is declared to be a Feoffment upon Record. With this agrees the Lord Cooks exposition in 5. Rep. fo. 38. where speaking of a fine with Render he hath these words. The Cognizance of a fine, and a Grant and render therein; shall be expounded and taken as a Charter, or other Conveyance between party and party, and not as a writ or Judgment upon Record.

Fine sur
done
grant,
what?

A Fine sur Cognizance de droit tantum, or grant (which is also called a fine sur done grant) is lewyed without Proclamations, executory, and much of the Nature of a Fine sur Concessit, and is used commonly by Tenant for life to make a surrender of the Lands contained in it, to him or them that have the Reversion or Remainder thereof, and so you will find it used Chap. 10. Sect. 1. and 5. of this Treatise. And sometimes it is expressed by such fine, that the particular Estate is in another, and that the Cognizor willeth that the other shall have the Reversion, or that the land shall remain to the other after the particular Estate spent. West. Symb. part. 2. Dyer 216. Plowd. 265. Coke 3. 86. and 7. 12. Crooke 1. last published fo. 693.

Fine sur
Concessit,
what?

A Fine sur Concessit, is where the Cognizor is seised of the Lands contained therein, and the Cognizee hath no Freehold therein, but it passeth by the fine; it is without proclamations and executory, for the Cognizee or Cognizees therein must enter, and have a writ of habere facias seisinam, according to their several cases, for the obtaining of the possession, if the parties at the time of lewyng such fine

fine sur Concessit be not in possession of the thing granted, but if they be in possession at such time, there needs not any such writ or any Execution of the said Fine to put them into possession; for then the fine will enure by way of Extinguishment of Right, and doth not alter the Estate or right of the Cognizee, however perchance it may better it.

C A P. III.

Of the parts of a Fine.

The parts of a fine are five, viz. The writ of Covenant. 2. The Composition, or the Kings licence to alienate. 3. The Concord. 4. The Note of the fine. 5. The foot of the fine. And if it be a fine sur Cognizance de droit come ceo, &c. it is requisite that a sixth be added, viz. Proclamations, as a necessary adjunct thereto.

(1) The writ of Covenant is the original writ taken out by the Cognizee or Cognizees against the Cognizor or Cognizors to the fine: for without this a fine cannot be levied: And a fine may be levied upon any writ of Right, or other writ where Land is demanded or may be recovered.

Writ of
Cove-
nant.

(2) The Composition or Kings Licence to alienate, for which the King hath a fine or sum of money, which is called the Kings Silver, and is paid in when the Land reposeth.

Composi-
tion.

(3) The Concord, or Agreement between the parties that intend the levying of the fine, where in is declared how and in what manner the things contained in the writ shall pass; and as the writ of Covenant is the foundation, so this is the substance of the fine. For if the Kings fine be entered and indorsed upon the writ of Covenant by the Clerk of the Kings Silver, although the Cognizor dye before the fine comes to the Chirographer, yet is the

Concord.

Fine good, for the Note, and foot of the Fine, are but Abstracts taken out of this by the Chirographer.

Note of
the Fine.

(4) The Note of the Fine, which is an Abstract taken out of the writ of Covenant, and Concord, by the Chirographer before it be ingrossed, and being thus, ff. Inter A. B. quer. & C. D. deforcientem.

Foot of
the Fine.

(5) The foot of the Fine includeth the whole Fine, the parties to the same, the thing granted, the day year and place, and before whom the Concord was made; and this is called the foot because it is the last part of the Fine. And when this is done the Fine is ingrossed of Record, and the Indentures made by the Chirographer, and delivered to the party to whom the Cognizance is made, and then the Fine is said to be ingrossed.

The Proclamations made upon a Fine, which although they be not the essential parts of a Fine, yet as is said before are requisite to a Fine for Cognizance de droit come ceo, &c. for they do make a Bar according to what doth pass.

C A P. IV.

Who may be Cognizors and Cognizees in Fines, and by what names they may give and take in a Fine.

Who may
be Cogni-
zors in
Fines.

Such persons Male or Female, or bodies sole or Corporate that are capable of granting by deed may be Cognizors in Fines. And so an Infant, feme covert, an Idiot, mad or Lunatick person, one non sane memorie, or that hath a Recharge, or a dotting old person that wants discretion, a man that is drunk, or one born blind, deaf, and dumb, a Bastard, an out-lawed person, or one Attainted of Treason, or Felony, or persons that are compelled thereto by threats and Menaces to lose their lives, or members, or to suffer Imprisonment: and

and a fine leyed by them may be good. But the Judges or Commissioners before whom fines are to be leyed by such persons, ought not to admit such unfit persons to acknowledge fines, as Madmen, Lunaticks, Ideots, doting persons, men that have the Lethargy, or are drunk, Infants, &c. & Coverts, and such as are forced to it by threats or Imprisonment, neither ought such as are born blind, deaf, and dumb, persons attainted of Treason or felony, and such like to be receiv'd to leye fines. But if any of these be admitted Cognizor in a fine, and such fine be thereupon leyed in due form of law, The fine in most cases will be good and unavoidable. Coke 12. 124. Lit. Sect. 731. fieri non debet, sed factum valet.

A fine may also be leyed by a Mayor and Commonalty, and such other Corporations Civil, and bodies Politick as have an absolute Estate in their possessions belonging to their Corporations, if it be done together, and by the joynt consent of the body Corporate; for no one of the Corporation, no nor the head of the Corporation by himself, nor any of the Members (though the greatest part of them consent thereto) without the general consent of the whole Corporation, may Levy a fine, for that shall not be good. Corporations Spiritual, as Bishops, Deans and Chapters, Heads and fellows of Colleges, and the like, are forbidden, and restrained by divers Acts of Parliament from leyving any fine of their lands belonging to them at this day: but of the lands such persons have in their own Right, they may leye fines as other persons may do.

A fine leyed by one Joyntenant, Tenant in Common or Partner of Lands so held by him, to a Stranger, another Joyntenant, Tenant in Common or Partner, will be good.

And lastly take this general Caution concerning Cognizors in fines, That they must be such, and have such an Estate in the Lands intended to be granted by fine, as they are not prohibited by any Law to leye the fine, otherwise the fine will be void. And hence it is, That Bishops, Deans and

Chaplers, Prebends, Parsons, Vicars, and the like may not levy a fine of any Ecclesiastical Lands in which they have any Estate of freehold in right of their Churches, Houses, &c. for if they do, it will be void after their lives, Coke 11. 78. Plowd. 575. 538. 375. 21 Edw. 4. 13. And hence it is that he that hath an Estate Tail of the Kings gift of provision may not levy a good fine of it to bind the King, or the Issue in Tail, by 32 H. 8. Cap. 28. And that a fine levied by the heir that is an Intruder upon the Kings possession, is void, 1 H. 7. 5. 24 Edw. 3. 65. And hence it is that he that hath an Estate in Fee-Simple of lands in the Right of his wife, may not levy a fine thereof without her, and if he do, she or her heirs, or other person to whom the right may come, may avoid it after her death. 32 H. 8. Cap. 28. 12 Edw. 4. 14. Coke 6. 55. Brooke Fines 121.

Who may
be Cog-
nizees in
Fines.

Concerning Cognizees in Fines, you are to know, That any person that is capable of being a good Grantee in a Deed, may be a good Cognizee in a fine, and may thereby have and take the thing granted by it. And so any man or woman, Sole or Covert, of full age, or under age, any mad or Lunatick person, Idiot, or man de non sane memorie, any person in, or out of prison, or beyond Sea, any person attainted of felony or Treason, or outlawed in a personal Action, a Bastard, a Clerk convict, an Alien, any one of these may be a Cognizee, and take by a fine as well as by a Deed. And a fine levied to any such person is good. 50 Edw. 3. 9. 3 H. 6. 42. 24 Edw. 3. 62.

So Corporations Spiritual and Temporal, Civil or Corporal, may be Cognizees in Fines, and Fines levied to them will be good. But before the Ingrossing of such a fine, there goeth alwaies a Writ to the Justices of Common Pleas, Quod permittunt Finem illum levare.

Note that a fine sur Cognizance de droit come ceo, &c. may not be levied to any person, but one that is party to the writ of Covenant. Except the Cognizee be a Demandant in a writ of Entry; And

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And so a fine leyed by the Demandant to the Vouchæ (who is supposed by the Law to be Tenant to the land) or from the Vouchæ to the Demandant is good, and yet they are not Parties to the Writ. But a fine leyed by the Vouchæ to a Stranger is void. Coke 3.29. 7 Edw.4.13.

Care must be taken in fines that Cognizors and Cognizees must be named in fines by their right names of Baptism, and Surname: except they be Kings, Princes, Dukes, Marqueses, Earls, Bishops, Counts, or Barons, which are admitted without any surname, as Jacobus Rex Angliæ, Carolus Princeps Walliæ, Johannes Dux Lancastr. &c. But for knights, Esquires, and Gentlemen (which be names of worship, and honour) their Christian name, and Sur-name are alwaies expessed, together with their Additions. And as for the Additions of Bishop, Dean, Parson, &c. they are admitted in fines rather out of Courtesie, then necessity, for the fine may be good without them. Brownlow 1.part.30. 7 H.4. 22. 1. Ass. pl. 11. 14 H.6. 15. 21 Edw.4.8. 1. Ass. pl. 11. But if there be two of one name it is best to distinguish them by Seniori, Juniori, or the like. Brownlow 1.part.30. So if it be a Corporation or Fraternity to be named in the fine care must be had, that it be done by the very true name of the Corporation, as it is named in the Charter and Foundation of it. 11 H.4. 44. 14 H.4.20. 7 H.6.27. 37 H.6.29.

By what names Cognizors and Cognizees may give and take in a Fine.

CAP. V.

*Of what things Fines may be levied, and
by what Names, and how the Parcels
are to be placed therein.*

Of what
things
Fines
may be
levied.

A fine may be levied of all things whereof a Precipe quod reddat lyeth, or of which a writ of Entry may be brought. It will be good of all things Ecclesiastical or Temporal, that are inheritable, and in Esse at the time of the levying of the fine. So a fine may be levied of an Honour, Mannor, Island, Barony, Castle, Messuage, Cottage, Mill, Coft, Curtilage, Dovehouse, Garden, Land, Meadow, Pasture, Wood, Underwood, Chappel, River, Parsonage, Rectory, Abbotsdon, Vicaridge, Tythes impropriate, Gloubers, Foldage, Corrody, Office, Fishing, Warren, Fair, Mine, View of Frank-pledge, Waif, Stray, Felons goods, Deodand Hospital, Furzes, Heath, Moor, Kent, Common, Hundred, Way, Ferry, Franchise, Seignory, Toll, Callage, Picage, Pontage, Services, Portion of Tythes, Oblations, and the like. But a fine levied of Antient Demefne Lands will not be good. Stat. 32 H. 8. Cap. 7. Coke 8. 145. West. Symb. 2. part

By what
Names
things
may be
levied in
Fines.

Manerium.

Anciently in levying a fine of a Mannor, it was usual to add to it, or explain it by the words, Demefns, Rents, Seigniories, Courts, Pleas, &c. And such Generals whereof it consisted; but this way is altered, and now it passeth by the name of Manerium cum pertinentiis. 3. Inst. 513.

That things passed in Fines must be set down by their Nature, and quality, as Land, Meadow, Pasture, &c. and by the place where they lye; there must be apt words used to express the thing named to pass by the fine. For a fine levied de temento, or de hereditamento, or de duobus tenementis, for the uncertainty of the thing and unaptness of the

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the words, is void or voidable at least for Error, Crooke 1. 196. Leon. Rep. 188. for the proper word to express a Tenement or Hereditament in a Fine, *Messuagium*, and a Fine lewyed de uno messuagio, *um*. or duobus messuagiis is good.

That one Mannor may be parcel of another Mannor, and pass by the name of that Mannor. 20 Ass. pl. 54.

That a Castle, Honour, or Hundred may be parcel of a Mannor, and pass by the name of the Mannor whercof it is parcel. Or it may pass by its own proper name, as de Castello de S. cum pertin. or de Hundredo de S. cum pertin. or de Honore de S. 20 Ass. pl. 54. 2 Edw. 3. 36. 1 Edw. 3. 4.

That the County, City, Town, Parish, Hamlet, and Endship, wherein the things lye that are to pass by the Fine ought to be certainly named. And therefore if there be two Towns Walton and Street in the parish of Street, and a Fine is lewyed of such Lands in Street, in this case Lands in Walton will not pass by this Fine, Walton being a distinct Town or Ville by it self; and although Street the Parish comprehend both, yet in the Fine the lands in Walton shall not be said to be comprized, unless Walton had been an Hamlet of Street, and that the fine had been lewyed of lands in the Parish of Street, then all would have passed well enough, Crooke 2. 120. Stock and Foxes Case. So if a Mannor extend it self into divers Towns, as into A. B. C. it is safe and best to express all the Towns or none of them at all. For haply the fine may be good, if the Mannor be onely named, and be not said in what Town it doth lye; As de Manerio de S. cum pertin. but otherwise it must be de Manerio de S. cum pertin. in A. B. & C. for if any one of the Towns be omitted, none of the Mannor in that Town so omitted will pass. 9 Edw. 4. 6.

That where divers Mannors be of one name, with distinction of North and South to it, as South S. North S. and the like, There it is safe to express in the Original writ, and all the proceedings of the Fine, which of the Mannors is intended

intended to be passed by the fine. And yet perhaps the fine may be good to pass the Mannor intended to be passed without this distinction. Crooke 1. 196. 200. 9 Edw. 4. 6. Brooke Fines 44. 91. 12 H. 7. 6.

Presentation, That when a fine is but for the Presentation to a Church onely it must be de Advocatione Ecclesiaz de S. and not cum pertin. And a Vicaridge endowed must be de Advocatione Vicariz Ecclesiaz de S. and not cum pertin. And where the Vicaridge is not endowed, it must go under these words, de Advocatione Ecclesiaz de S. And Parsonages, Rectories, Advowsons, Vicaridges, and Tythes impropriate pass not by the words de Advocatione Ecclesiaz, but de Rectoria Ecclesiaz de S. cum pertin. West. Symb. 2 part. Title *Fines* and *Concordes*.

Advowson and Rent reserved. A fine was leved de Advocatione Ecclesiaz de C. ac de quatuor Librat. reddit. cum pertin. in S. C. & B. Coke 3. 45.

***Rectory and Rent reserved.** A fine was leved of a Rectory out of which a Rent of 30 l. per Annum was rendred. Coke Lillingtons Case.

Wood. High=wood, and Under=wood pass under the general denomination of Wood.

Houseboot, &c. Houseboot, Hayboot, and Plowboot by the name of Estovers.

Chappel or Hospital. A Chappel or Hospital will pass by the name of a Mesuage. 13 Aff. pl. 2.

Mesuage. So by the name of a Mesuage with the Appurtenances may pass an House, with a Shop, Curtilage, Garden, Orchard (and as some say, a Dovehouse, and Mill) as parcel thereof.

Cottage. That by the name of a Cottage, a Coft, Chamber, and Celler will pass.

Part of intire things. That part of an intire thing may pass by the words, de medietate, de tertia parte, de quarta parte, &c. (as the Case requires) or de duabus partibus in tres partes dividend. or de medietate omnium decimarum granorum, & feni ac terræ vocat. le Blacklands cum pertin. in H.

But if an intire thing, as a Mannor or Mesuage be parted, as if the Mannor of S. be divided into two

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no parts, and the division be so made as that the Mannor for that part be not extinct, and a fine is levied of a part of it, it must pass by the name of the whole; As de Manerio de S. So if a Mesuagium and 23 acres of land be parted, the part divided may pass by the name of one Mesuagium and ten acres of land, and not de medietate unius Mesuagii & viginti & trium acrarum terrarum.

And Note that it is usual in fines to comprehend more number of acres then are intended to pass, yet in such Case no more shall pass, then what is intended and agreed upon between the Parties. Popham Rep. 105.

bed. ff. *P* Ræcipe Thomæ Snagge Armigeri & Radò Precipe Snagge generoso quod iuste, &c. teneant quod Roberto Yarway generoso Manerium de neat, or Kempston Dawhney, alias Kempston S. Johns *Abstract of the writ of the writ of Covenant.*

AC de duobus Mesuagiis (02 de uno Capitali Mesuagio) duobus Salinis, vocat. *Witch-houses* alias *Salt-houses*, duobus Shopis, duabus Cameris, uno Stabulo, sex Cottagiis, uno Curtilagio, duobus Toffis, quatuor horreis, uno Molendino aquatico (02 uno Molendino aquatico granatico) uno Molendino ventritico, 02 uno Molendino Fullonico, uno Columbar. decem Gardinis, decem Pomariis, Centum acris terrarum (02 terrarum aqua coopertarum) viginti acris Prati, decem acris Pasture, sexdecim acris Bosci (02 Subbosci, 02 de quatuor virgatis Bosci) viginti acris Saliceti, viginti acris Jampnorum & Bruere, viginti acris More, duabus acris Turbariarum, octo acris Mosses. sex acris Juncar. decem acris Marisci frisci (02 Marisci salis) duabus acris Alneti, quadraginta acris Arundin. decem acris Roscar. 02 de Rectoria Ecclesie parochialis de C. ac de decimis Garbarum granorum & feni eidem Rectorie spectant. 02 de decimis Garbarum ad Ecclesiam de C. qualitercunque spectant. 02 de Rectoria impropriat. de K. cum pertin. 02 de Rectoria de K.

Order of placing the parcels.

D de Advocacione Ecclesiæ de *K.* cum pertin. **o** de Advocacione Ecclesiæ de *K.* **o** de Advocacione, Presentacione, Donacione, Libera dispositione, & Jure Patronatûs Ecclesiæ de *K.*

D de Rectoria de *K.* Ac de Advocacione Vicariæ de *K.* **o** de Advocacione Ecclesiæ de *K.* alterius vicibus cum acciderit.

D de proficuis granorum, feni, Lane, & Agnorum, Ac de omnimodis aliis decimis cum pertin. in *K.*

D de quadam portione decimarum aut pensione in *S.* **o** de decimis garbarum granorum & feni cum pertin. in *A.* & *B.* Necnon de decimis Lane, Agnorum Oblationum, Obventionum & Emolumentorum, Ac de omnibus aliis decimis quibuscunque provenien. crescen. seu renovan. in *W.* **o** de omnibus & omnimodis Oblation. decimis garbarum, granorum, feni, Lane, Lini porcellorum, ancarum, Agnellorum, &c. Et aliis Emolumentis quibuscunque spectan. pertinen. crescen. sive existen. cum pertin. in *H.*

D de Communia pasture pro omnibus & omnimodis Averiiis, **o** de pastura pro trescentis ovibus cum pertin. in parochia de Dale, or de Communia pro omnibus Animalibus (**o** pro omnibus & omnimodis Animalibus) **o** pro decem ovibus, decem equis, vaccis, porcis, spadonibus, &c. **o** de Communia pasturæ quam prædictus *A.* habet & habere solebat pro omnibus Averiiis suis in Centum acris pasturæ ipsius *A.* in *S.*

D de libera Warrena sua in *D.* **o** de una Wharfa, **o** de seperal. Piscaria in Aqua de *S.* **o** de liberis Piscariis in Aquis de *B. C.* & *D.* or de Piscaria, **o** de libertate unius Faldagii & cursu ovium, **o** de libertate Faldagii, **o** de libertate Faldagii pro viginti ovibus, **o** de libero Faldagio ovium, **o** de libera Falda, **o** de Gurgite, **o** de Cursu aquæ currentis à loco vocat. *H.* intra & per terras vocat. *M.*

D de Nundinis de *B.* singulis Annis ad Festa de *N. B.* ibidem tenend. **o** de Mercat. de *B.* **o** de quieto & libero passagio ultra aquam de *S.* **o** de Chimino.

D

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 oca. ar. uno Obulo & quadrant. Reddit. 02 de decem
 posi. Marcat. reddit. 02 decem Marcis reddit. 02 de
 ica. reddit. unius libre piperis, unius Clavi Gariophil-
 ter. 02 unius Rose rubre, 02 unius quarter' hordei,
 de reddit. Centum Gallinarum, 02 de duobus
 Ag. Brach. Caponum, 02 de reddit. unius par Cheiro-
 per. decarum, unius libre Cere, unius libre Cumini,
 de reddit. Centum Gallorum, 02 de viginti so-
 nfi. lidis annualis redditus exeun. de Manerio de D.

02 if it be of parts of things whereof the fine is
 fen. a be leyed, they must be thus named, de Medie-
 ne, tate Manerii de D. cum pertin. de tertia parte du-
 plu. rum mesuagiorum, 02 de duabus partibus in tres
 W. partes dividend. octo acrarum terræ, 02 de tertia
 mis parte tenementorum in C. in tribus partibus divi-
 cel. sis, 02 de Medietate decem Mesuagiorum, 02 de
 no. tertia parte Rectoriæ Ecclesiæ de K. cum pertin.
 ref. 02 de Medietate omnium decimarum granorum,
 ni. bladorum, garbarum & feni de terra vocat. F. cum
 vi. pertin. in L. 02 de tertia parte Vic' Franc' pleg'
 m- cum pertin. bonorum & catallorum, waiviat, fe-
 bus. lon. fugitivorum, utlagat. in exigendo posit. fe-
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 02 tin. in D. 02 de tertia parte quinque librarum cum
 & pertin. exeun. de Manerio de H.

And lastly for your better instruction of placing
 the parcels in a fine, observe these following Rules,
 as 1. That the worthy things must be put first, so
 a Mesuage must be named before Land, a Mannor
 before a Mesuage, a Castle before a Mannor, Terra
 before Meadow, &c. Plowd. 168. 7 H. 6. 39.
 2. Things general before special things; as land
 (being the genus, therefore) is to be placed before
 Meadow, Pasture, Wood, Heath, Marsh, &c. and
 Boscus must precede Alnetum, Salicetum, &c. as
 Wood is the genus to Wood-ground. 3. Intire
 things are to be set down before parts of things:
 de Manerio de A. de Medietate Manerii de B. &c.
 4. Parts of the things excepted must follow the
 things themselves out of which they are excepted.
 And if there be divers parcels in the writ, that
 thing

thing out of which the exception is made must be put last of all, thus, after all the rest, de Manerio de B. cum pertin. in C. except. uno Mesuagio, duabus acris terræ & Advocatione Ecclesiæ de B. &c. Regist. Orig. fo. 6. 5. The thing excepted must be certainly named, and in this there needs not the Addition of the words cum pertin. as are used after the things granted. 6. The Exception must alwaies be of such a thing as will lye in a Writ, and of such a thing as is comprehended in the writ, as Precipe A. quod iuste, &c. ten. B. Conventionem, &c. de uno Mesuagio, duabus acris terre, decem acris prati, & Centum acris pasture cum pertin. except. una acra prati in L. Et est Concordia talis, scilicet, quod prædict. A. recogn. tenementa prædicta cum pertin. (except. preexcept.) esse jus, &c. 7. Where the Original writ is of many things, if of eight things, as a Mannor, House, Rectory, &c. they are thus exprest; first, De uno Manerio: secondly, Ac de Rectoria: thirdly, Necnon de Mesuagio, &c. and for the fourth thing Aceciam: for the fifth, Præterea: for the sixth, Ac ulterius: for the seventh, Aceciam: and for the eight, Ac insuper. And if there be more then to begin again.

C A P. VI.

Observations in Drawing the forms of Concords.

Two things are chiefly to be considered in the drawing of Concords of Fines. As first, the Precipe, which is the Recital of the contents of the writ of Covenant and is called the Title or head of the Concord or Agreement, The form whereof is thus; Midd. ss. Precipe A. B. quod iuste, &c. teneat C. D. Conventionem, &c. de decem Mesuagiis, Centum acris terræ, & sexaginta acris Pasturæ in *Isslington*, Et nisi, &c. This Precipe

is to expresse the things in particular whereof the fine is to be leyged, in the same order and words as they are mentioned in the Original writ, in which also the names of the parties, with their Additions must be inserted, as Precipe F. Comiti B. quod iuste, &c. ten. H. F. Armigero, &c.

That therein the parcels must be named according to the directions before set down in the fifth Chapter, which must alwaies be according to the Rule in the Register, comprehended in the ensuing verses :

^{agium,} ^{am,} ^{enditum,} ^{nnbare,} ^{dinum,} ^{a,}
Mes. Toft. Mol. Col. Gar. Terr.

^{tum,} ^{tora,} ^{cus,} ^{ra,}
Pra. Pas. Bos. Brue. Mora.

^{ria,} ^{cus,} ^{tum,} ^{caria,} ^{ditus,}
Jurca. Marif. Alne. Pis. Red. Sectare
priora.

Secondly, The Concord it self, as to which we are to observe that the particulars (or parcels) ought not to be recited as fully in the Concord as when they were first named in the writ of Covenant (or other original writ pertinent to a fine) or as they are expresse in the Precipe; but instead of naming of every particular over again it will be sufficient to say thus, Et est Concordia talis scilicet quod prædictus A. recogn. tenementa prædicta cum pertin. esse jus ipsius H. &c. where note that by the word tenementa any number or quantity of distinct things, or parcels, will be well enough and aptly expresse, except the Precipe be of entire things by themselves, as Precipe, &c. quod ten. Conventionem, &c. de Manerio, or Maneriis cum pertin. in A. here in this case the Concord must be, quod recogn. pred. Manerium, or pred. Maneria cum pertin. Neither will Messuages named by themselves in a Precipe pass by the word Tenementa in the Concord; So an Honour, Castle, Island, Barony, Hundred, Borough, Knights Fee, the Scite of a Mannor, a Park, a Prebendry, Kent, Common, a Warren, Fishing, Rectory, Tithes, Oblations, Colls,

Toll, Stallage, Pontage, Liets of Frank-pledge, a Liberty, Franchise, Office, Baylitwick, Fair, Market passage, the Moiety or part of any entire thing, Wreccum Maris, Adwolsons of a Church, or portions of Tythes, must be particularly named in the Concord, as well as in the Precipe, otherwise the Concord will not be good.

Although there be divers Cognizees in a Concord the right shall be limited to one of them, As where A. is Cognizor, B. and C. Cognizees, The Concord shall be quod prædictus A. recogn. prædicta tenementa cum pertin. esse jus ipsius B. ut illa quæ iidem B. & C. habent de dono prædicti A. & illa remisit, & quiet. clam. de se, & heredibus suis præfat. B. & C. & heredibus ipsius B. imperpetuum.

But where a Fine is from divers Cognizors, the Release and Warranty must be from all the Cognizors and their heirs, thus expressed in the Concord where A. B. are Cognizors and C. Cognizee. It. quod prædicti A. & B. recogn. prædicta tenementa cum pertin. esse jus ipsius C. ut illa que idem C. habet de dono prædictorum A. & B. & illa remisit, & quiet. clam. de ipsis A. & B. & heredibus suis præd. C. & hered. suis imperpetuum. Et prædictus A. concessit pro se, & heredibus ipsius A. quod ipsi warant. præfat. C. & heredibus suis tenementa prædicta cum pertin. contra prædictos A. & heredes suos imperpetuum. And the like Warranty from B. But if the Fine be of Gavel-kind it is otherwise. Coke 5.38.

It is usual for divers persons that have made several small distinct purchases in one County to join together in one Fine (for saving charges :) And that the writ of Covenant be brought by all the Venders against all the Vendors, and every one of them Warants for himself and his heirs, against him and them onely. West. Symb. 2. part.

C A P. VII.

*Before whom, and how, Fines are to be
levyed; with the manner of drawing
a Fine at Bar by the Serjeants at Law.*

The persons before whom Fines are to be
levyed are such as either take Cognizance
of Fines ex Officio, and by vertue of their
Office, or such as are appointed and authorized
thereunto. Those that do it ex Officio are the Lord
Chief Justice for the time being of the Court of the
Common Pleas, who hath power to receive and cer-
tify the Acknowledgment of all manner of Fines
without any kind of Commission, as well in any
place out of the Court, as in the Court. And so any
two of the Justices of the same Court may do it in
open Court.

Those that take Cognizance of Fines otherwise
then ex Officio, are such as do it by vertue of some
Commission General or Special granted unto them
by the King out of Chancery.

The first sort of those that take and certify Cog-
nizances of Fines by vertue of Commission are
Justices of Assize, who, although they may do it by
the general words of their Patent, yet they do not
use to certify them without a special writ of *Dedi-
mus potestatem*.

Secondly, the Judges of both Benches and Ba-
rons of the Exchequer, who do usually first take the
Cognizance of Fines without *Dedimus potesta-
tem*, and afterwards Certify the same upon a *De-
dimus potestatem* to warrant and justify their pro-
ceedings therein.

The third sort are certain, discreet, honest, and un-
derstanding Gentlemen in the Country or place
where the Cognizors which are to acknowledge the
fine reside, who have alwaies a special writ of *De-
dimus potestatem* directed unto them, whereby they

have power to do such things therein, as the Chief Justice doth daily ex Officio, upon surmise that the parties that are to acknowledge the Fine are not able to travel to Westminster for the doing thereof. And by this writ upon such surmise power may be given to any Serjeant at Law, or to any Knight or Gentleman together to take the Cognizance of the persons that are to be Cognizors in the Fine: And this they may take from them either altogether at once, or asunder at several times, and in several places as they please.

But herein great care must be had by the Commissioners in executing their Commission, lest they commit some notorious error to make void the Fine. As if the Dedimus potestatem be to two jointly to do it, and one of them doth it alone, or if the same be to three jointly to do it, and two of the three onely do it, or the like, this will be Error. So if one of the Cognizees be one of the Commissioners, and he himself take the Cognizance of the Fine, this likewise will be Error. F.N.B. 146, 147. Dyer 220. 11 H. 6. 21. Crooke 1. 249. Form. bene placitandi Tit. *Errors Assignes*.

The Judges and Commissioners impowred to take Cognizance of Fines, are to be careful of whom they take such Cognizances for Fines before them: That they know the Cognizors, and so do not suffer one person to make Cognizance in the name of another, nor take any Cognizance from persons prohibited by Law, and such as are unfit to be Cognizors, as Infants, Mad men, Drunken men, and the like. And if husband and wife be Cognizors, the wife ought to be examined solely and secretly, whether she be content of her own free will to part with her right in the land, or whether she do it by the menace and threats, or out of fear of her husband; and then the contents of the Fine must be read distinctly to her; And if the Judge doubt of her age, he may examine her upon oath, and so may Commissioners, which being done, and the Fine read to the Cognizors they are to put their hands to the Concord. And then the Commissioners are

to certifie the Cognizance of the parties the same day and year when it was taken, and so return the Dedimus, with the Concord, into the Court of Common Pleas, within a year after it is taken at farthest. And upon any of the Commissioner's refusal so to do, the party grieved may by Certiorari compel him that hath it in his Custody, his Executor, or Administrator to certifie it.

How to sue out a Fine before the Lord Chief Justice of the Common Pleas.

You are first to draw your Precipe in paper, after this manner: *ff. Precipe T. S. Armigero & Auxori ejus quod iuste, &c. teneant. R. S. Armigero Conventionem, &c. de Maneriis de K. & S. cum pertinentiis ac de decem Mesuagiis, viginti Cottagiis, decem Toftis, & Centum acris Pasture in M. Et nisi, &c.* which done ingross it fairly in Parchment with the Concord (according to the Instructions, and Presidents in this Treatise:) And then go with the Cognizor or Cognizors to the Lord Chief Justice of the Common Pleas at his Chamber, and deliver your Parchment, if it requires half, to the Clerk of the Fines who will cause the Caption to be writt underneath the Concord on the left hand (if it be not done before you come thither) thus, *Capt. & cognit. primo die Maii, Anno regni domini nostri Caroli secundi nunc Regis Anglie, &c. vicesimo, coram me,* and also see that the Cognizors subscribe their names to the Concord on the right hand, and inquire of him that comes with the parties to the acknowledgment of the Fine, if he knows them, and see that he subscribes the Fine accordingly at the bottom, thus, *A B. cogn. partes,* which done he will get the Lord Chief Justice his hand to the Caption of the Concord ingrossed in Parchment, And also to a Coppy thereof fairly written in paper which is to remain with the Clerk of the Fines: But the Concord in Parchment you are to carry to the Curstor of the County where the lands

lye, and there get your writ of Covenant made, which you are to carry befoze it be Sealed to the Alienation Office in the Temple, and there compound it; and get it entred, and indorsed: which done, you are to carry it back to the Custos, who will get it Sealed; and that being done, you are to make your Warrant of Attorney for the Fine in this manner.

Bed. J. R.S. Armiger. Po. lo. suo W.B. Attorn. suum ad prosequend. breve de Con. versus T.S. & A. uxorem ejus de Maneriis, terris & tenementis in M. &c.

When you have made this Warrant of Attorney, you are to file it with the Clerk of the Warrants, who will sign the Writ of Covenant with a Stamp for that purpose. Then file the writ of Covenant, and the Precipe and Concord together, and carry them to Mr. Jones his Office in the Middle-Temple, who returns the Writ of Covenant, and Signs the same with his Stamp; After this the Custos Brevium is to have it to make his entry thereof upon the Roll, and indorse upon the Writ when the Proclamations are to be made, from whom you must carry it to the Clerk of the Kings Silver, who will perform what belongs unto it there; (And being once dispatched that Office, it is then a Fine in force of Law) Afterwards carry it to the Chirographer whose Office is in the Middle-Temple, and there the Clerk that deals for that County where the lands in your Fine do lye will make the Indentures of the Fine; and then it is finished.

A Fine is acknowledged at the Bar after this manner.

First an Attorney must deliver the Writ of Covenant Sealed, with the Precipe and Concord ingrossed in Parchment as above to one of the Serjeants at Bar, where the Cognizors are to be present.

Then

Then the Serjeant must desire the Chief Justice to record the appearance of the Cognizors which being granted by him, The Serjeant saith,

deniers le Roy.

Then answereth the second Prothonotary, or his Clerk,

que donera?

Then the Serjeant shall answer thus,

Cesuy que auers.

Then the second Prothonotary, or his Clerk, shall answer again, thus;

trahes la paix.

Then the Serjeant must say, *Ove vostre conge la paix est tiel scilicet*, &c. reciting in French the Concord so delibered unto him, as aforesaid by the Attorney, with relation to the particulars of the lands contained in the Precipe; And that being done, the Serjeant must, if any one of the Cognizors be a feme-covert, tell her that she must go up to the Puisne Judge to the Bench to be examined of her consent, which Judge taketh the Concord so written in Parchment, as aforesaid, and examineth her apart privately, and then delibereth it to the Prothonotary to be recorded.

Then take the Precipe and Concord, when the Court hath recorded it, and file it to the writ of Covenant, and paying the Fees of Court, pass it through the several Offices as you are before directed in the acknowledgment before the Lord Chief Justice.

The manner of acknowledging and levying a Fine before Commissioners.

Any Judge of the Common Pleas, Kings Bench, or Baron of the Exchequer (as is before declared) may take the Caption of a Fine before the Dedimus potestatem be sued out, which you may sue out afterwards, and carry it under Seal to him that took the Cognizance of the Fine, and he will return the same.

A Fine may also be taken by special Commission in the Country; to do which, you must deliver to the Curstoz the Commissioners names, one whereof must be a Knight, by which with the Concord the Curstoz will make the Dedimus potestatem, and get it sealed for you.

Then deliver the Dedimus potestatem to the Commissioners with the Precipe and Concord ingrossed in Parchment, with wax and seals unto it; and when the Cognizance is taken by them they must return the Dedimus potestatem in this manner: Executio istius Commissionis patet in quadam Scheda huic Commissioni annex. And then file the Concord to the back of the Dedimus potestatem, and let the Commissioners set their seals to the Concord, and their hands to the return of the Dedimus: The Caption of the Concord must be thus,

Capt. & cognit. apud Villam B. in Com. B. decimo octavo die Augusti, Anno Regni Domini nostri Caroli Secundi nunc Regis Anglie, &c. vicesimo secundo coram nobis A. B. C. D. E. F.

Then when you have returned up your Dedimus potestatem, carry it to the Curstoz, who will make you the writ of Covenant. And then pass the fine as before is directed; onely in this case if one of the Commissioners that takes the Caption be not a Knight, you must draw up a Certificate upon the back of the Concord, and carry it to a Judge of the Common Pleas for his Allocatur.

The form of the Certificate is thus:

A E. gent. one of the Commissioners in the Writ of Dedimus named, maketh Oath, that this Fine was duly executed, the Cognizees of full Age, and the Feme Covert (being secretly and apart examined) willingly consented.

A. B.

C A P.

C A P. VIII.

Of Fines *sur Cognizance de droit come ceo*
que il ad de son done ; their Forms, &c.

Sect. I.

A Fine levied by One to Two Joynt Purchasers.

Midd. ff. **P**Recipe *A. B.* quod iuste, &c. teneant
C. D. & E. F. Conventionem, &c. de uno
 Mesuagio, uno Cottagio, & decem acris
 Pasture cum pertinentiis in *B.* Et nisi, &c.

ET est Concordia talis, scilicet quod predictus
A. recogn. predicta tenementa cum pertin-
 tiis esse jus ipsorum *C. & E.* ut illa que iidem *C. &*
E. habent de dono predicti *A.* Et illa remisit, &
 quiete clamavit de se & heredibus suis, predictis
C. & E. & heredibus suis imperpetuum. Et prete-
 rea idem *A.* concessit pro se & heredibus suis,
 quod ipsi warant. predictis *C. & E.* & heredibus suis
 predicta tenementa cum pertin. contra predictum
A. & heredes suos imperpetuum. Et pro hac, &c.

Sect. II.

A Fine Levied by One to Two, and the Heirs
of one of them.

Bed. ff. **P**R. *A. B.* quod iuste, &c. teneant. *W. G.*
 & *R. T.* Conventionem, &c. de duo-
 bus Mesuagiis, duobus Toftis, Centum
 acris Terre, & septuaginta acris Pasture
 cum pertin. in *K. W. & S.* Et nisi, &c.

ET est Concordia talis, scilicet quod predictus *A.*
 recogn. predicta tenementa cum pertin. esse jus
 ipsius

ipſius *W.* ut illa que iidem *W.* & *R.* habent de dono predicti *A.* Et illa remiſit & quiete clam. de ſe & heredibus ſuis predictis *W.* & *R.* & heredibus ipſius *W.* imperpetuum. Et preterea idem *A.* conceſſit pro ſe & heredibus ſuis quod ipſi warant. predictis *W.* & *R.* & heredibus ipſius *W.* predicta tenementa cum pertin. contra predictum *A.* & heredes ſuos imperpetuum, Et pro hac, &c.

Sect. III.

*A Fine Levied by Baron and Feme to Two,
of four Meſuages onely.*

Kanc. ff. **P**Recipe *J. L.* & *A.* uxori ejus quod juſte, &c. teneant *W. P.* & *R. B.* Conventionem, &c. de quatuor Meſuagiis cum pertin. in *C.* Et niſi, &c.

ET eſt Concordia talis, ſcilicet quod predicti *J.* & *A.* recogn. Meſuagia predicta cum pertinentiis eſſe jus ipſius *W.* ut illa que iidem *W.* & *R.* habent de dono predictorum *J.* & *A.* Et illa remiſerunt & quiete clam. de ipſis *J.* & *A.* & heredibus ipſius *J.* predictis *W.* & *R.* & heredibus ipſius *W.* imperpetuum. Et preterea iidem *J.* & *A.* conceſſerunt pro ſe & heredibus ipſius *J.* quod ipſi warant. predictis *W.* & *R.* & heredibus ipſius *W.* predicta Meſuagia cum pertinentiis, contra predictos *J.* & *A.* & heredes ipſius *J.* imperpetuum, & pro hac, &c.

Sect. IV.

*A Fine Levied by Baron and Feme to an Arch-
Biſhop and another.*

Kanc. ff. **P**Recipe *Johanni Lancaſter* generoſo & *Jane* uxori ejus, quod juſte, &c. teneant Reverendiſſimo in Chriſto patri ac Domino,

Domino, Domino *Gilberto Providentia divina Cantuariensis Archiepiscopo*, totius Anglie Primati, &c. & *Georgio Lowndes Armigero* Conventionem, &c. de Manerio de *B.* cum pertin. ac de quatuor Mesuagiis, quatuor Toftis, decem Cottagiis, uno Molendino aquatico granatico, decem Gardinis, quingentis acris Terre, quadringentis acris Prati, & quadringentis acris Pasture cum pertin. in *O. A. & L.* Et nisi, &c.

ET est Concordia talis, scil. quod predicti *J. L. & J.* uxor ejus recogn. Manerium & tenementa predicta cum pertin. esse jus ipsius Archiepiscopi, ut illa que iidem Archiepiscopus, & *G. L.* habent de dono predictorum *J. L. & J.* uxoris ejus *E.* illa remiserunt & quiete clam. de ipsis *J. L. & J.* uxore ejus & heredibus ipsius *J. L.* prefat. Archiepiscopo, & *G. L.* & heredibus ipsius Archiepiscopi imperpetuum. Et preterea iidem *J. L. & J.* uxor ejus concesserunt. pro se & heredibus ipsius *L.* quod ipsi warant. Manerium & tenementa predicta cum pertinentiis predictis Archiepiscopo, & *G. L.* & hered. ipsius Archiepiscopi contra omnes homines imperpetuum. Et pro hac, &c.

Sect. V.

A Fine Levyed of most kind of things that can be named.

Ebor. ff. **P**Recipe *A. M.* Baronetto quod juste, &c. teneant *J. B.* Militi Convent. &c. de Honore de *M.* Castro & Vicecomitat. de *B.* cum Hundred. Membris & pertinentiis suis, Insula de *L.* Baronia de *S.* Hundred. de *A.* Burgo de *A.* Scitu, ambit. & precinct. nuper Monasterii de *E.* Manerio de *A.* cum pertinentiis, Scitu Manerii de *A.* Grangia de *A.* Parco de *A.* Prebend. de *A.* uno Capitali Mesuagio, duobus Mesuagiis, duobus Toftis

Toftis, duobus Cottagiis, uno Collumbari, uno Molendino ventritico, uno Molendino aquatico granatico, uno Molendino Fullonico, quinque Horreis, feptem Gardinis, decem Pomariis, octingentis acris Terre, quingentis acris Prati, Mille acris Pasture, feptingentis acris Bosci, Mille & sexcentis acris Jampnorum & Bruere, ducentis acris More, quadraginta acris Juncarie, Centum acris Marifci falſi, & quadraginta acris Marifci friſci, viginti acris Alneri, quinquaginta acris Turbarie, decem acris Moſſet, viginti acris Terre aqua cooperte, Communia Pasture pro omnibus averiis, libera Warena, libera piſcaria in aqua de C. libertate Faldagii pro treſcentis ovibus in terris de C. & Centum ſolidat. reddit. ac reddit. duorum librat. Piperis, unus libre Cere, quinque quarteriorum Frumenti, decem quarter. Hordei, quadraginta Caponum, viginti Gallorum, & decem Galli narum cum pertin in C. Ac de omnibus & omnimodis, Oblationibus decimis garbarum granorum, Feni, Lane, Lini, Canabis & Agnorum cum pertin. Necnon de Tolneto, Stallagio, Picagio, Pontagio infra Burgum de C. Aceciam de Gurgite & curſu aque currentis à loco vocat. B. in per & trans cujuſdam L. S. Armigeri ad Molendinum vocatum G. & pretereade Wera ſive Veda in S. ac de Viſu Franc. pleg. Libertat. & Franchef. in C. ac de Cuſtod. ſive Officio Cuſtod. de S. Cuſtod. Parc & Forreſte de C. ac de Officio Senefcalſie de C. Balliva ſive Officio Ballivat. de C. Ac ulterius de Nundinis de C. ſingulis Annis ad Feſta A. & M. ibidem tenend. Mercat. de A. quiet. ſive libero Paſſagio ultra aquam de A. Reſtoria de E. Advocatione, preſentatione, donatione, libera diſpoſitione, & jure Patronatus Eccleſie de E. quadam portione decimarum ſive Penſionum in E. Aceciam de Medietate Manerii de E. cum pertin. & de tertia parte tenementorum de C. in tribus partibus diviſ. Exceptis & omnino reſervatis Patronagio una cum Advocatione Vicarie Eccleſie de E. & Capelle eidem Reſtorie annex.

annex, ac omnibus decimis granorum Vis. Franc. Pleg. ac omnibus que ad Vis. Franc. Pleg. pertinent, catallis Felonum, Fugitivorum, Utlagari-
orum, Attinct. cum terris & tenementis Utlagat. & Waviar. quibuscunque, Feriis, Mercatis, Wrecco Maris, ac tot & tantis Juribus, Jurisdictionibus, Privilegiis, Franchesiis, & Libertatibus, tenementa prædicta aut aliquod eorum concernen. & eidem *A. M.* & heredibus suis ut de Manerio de *A. spectan.* Et nisi, &c.

ET est Concordia talis, scilicet quod prædictus *A.* recogn. prædicta Honorem, Castrum, Vicecomit. Insulam, Baroniam, Hundredum, Burgum, Scitum Manerium, Parcum, Prebend. tenementa, reddit. Communiam pasture, liberam Warrenam, liberam Piscariam Rector. Decimas, Oblationes, Tolnetum, Stallagium, Picagium, Pontagium, Gurgirem, Vic. Franc. Pleg. Libertates, Franchesias, Custod. Officium Senescal. Ballivat. Nundinas, Mercatas, Feriam, Passagium, Wreccum Maris, Medietatem, & tertias partes cum pertin. Ac Advocationes, Presentationes, Liberam dispositionem, jus Patronatus, Portionem & Pensionem prædictas (except. pre-except) esse jus ipsius *J.* ut illa que idem *J.* habet de dono prædicti *A.* Et illa remisit & quiet. clam. de se & heredibus suis prædicto *A.* & heredibus suis imperpetuum. Et preterea idem *A.* concessit pro se & heredibus suis quod ipsi warant. prædicto *J.* & heredibus suis prædict. Honorem, Castrum, &c. (ut supra) contra prædictum *A.* & heredes suos imperpetuum. Et pro hac, &c.

Sect. VI.

A Fine Levyed to a Corporation.

Oxon. ff. **P**Recipe *J. P.* vidue & *E. P.* generoso quod juste, &c. teneant. *W. E.* Presidenti Collegii Sancti *Johannis Baptistæ* in Acedemia *Oxonienfi*, & Scholasticis ejusdem Collegii Conven-

Conventionem, &c. de Scitu & Precinctu domus Collegii vulgariter nuncupat. *the white fryers* in suburbiis Civitatis *Oxenienfis* cum pertinentiis ac de sex Mesuagiis, sex Gardinis, sex Pomariis, quinque acris Terre, duobus acris Prati, & sex acris Pasture cum pertin. in Suburbiis Civitatis predictæ. Et nisi, &c.

ET est Concordia talis, scilicet quod predicti *J.* & *E.* recogn. tenementa predicta cum pertin. esse jus ipsorum Presidentis & Scholasticorum, ut illa que iidem Presidens & Scholastici habent de dono predictorum *J.* & *E.* Et illa remiser. &c. de se & heredibus ipsius *E.* prefat. Presidenti & Scholasticis, & Successoribus suis imperpetuum. Et preterea iidem *J.* & *E.* concesserunt pro se & heredibus suis quod ipsi warant. prefat. Presidenti & Scholasticis, & Successoribus suis predicta tenementa cum pertin. contra predictos *J.* & *E.* & heredes ipsius *E.* imperpetuum. Et pro hac, &c.

SECT. VIII.

A Fine Levied in the County Palatine of Lancaster, or Chester.

Lancast. ff. **H**EC est finalis Concordia facta in Curia domini Regis apud *Lancast.* die Lune in quinque Septimana Quadragesime Anno regni Caroli Dei gratia *Anglie, Scotie, Francie & Hibernie*, Regis, fidei defensoris, &c. undecimo coram *A. S. Mil. & C. L.* uno Servientium domini Regis ad legem Justic. domini Regis apud *Lancast.* & aliis dicti domini Regis fidelibus tunc ibi presentibus inter *A. R.* querentem & *T. S.* & *E.* uxorem ejus deforcientes de duobus Mesuagiis, duobus Toftis, tribus Gardinis, quinquaginta acris Terre, viginti acris Prati, & sex acris Pasture cum pertin. in *T.* unde placitum Conventionis sum. fuit inter eos scilicet quod predicti *T.* & *E.* recogn. tenementa predicta cum pertin. esse jus, &c.

Cestr. ff.

Cestr. ff. **H**Ec est finalis Concordia facta in Curia domini Regis apud *Cestr.* die Lune septimo die Maii Anno regni domini Caroli secundi dei gratia *Anglie, &c.* Regis fidei defensoris, &c. decimo quarto coram *A. B. & C. D.* Justic. domini Regis apud *Cestr.* & aliis, &c. (ut supra.)

C A P. IX.

Of Fines *sur Cognizance de droit tantum*
ove grant, sur Concessit, and sur done
Grant & Render, their forms, &c.

Sect. I.

A Fine sur Cognizance de droit tantum,
with grant of a third part in Reversion by a
Copartner.

Leic. ff. **P**Recipe *A. M. & C.* uxori ejus quod iuste, &c. teneant. *F. V.* Conventionem, &c. de tertia parte trium Mesuagiorum, trium Toftorum, trium Gardinorum, ducentarum acrarum Terre, sexaginta acrarum Prati, & Centum acrarum Pasture cum pertinentiis in *H. B. & M.* Et nisi, &c.

ET est Concordia talis, scilicet quod predicti *A. & C.* recogn. tertiam partem predictam cum pertinentiis esse jus predicti *F.* Et concesserunt quod eadem tertia pars cum pertinentiis (quam *R. T.* vidua tenet ad terminum vite sue de hereditate ipsius *C.* die quo hec Concordia facta fuit, & que post mortem ejusdem *R. T.* ad ipsos *A. & C.* reverti debuit) reman. prefato *F.* & heredibus suis imperpetuum Tenend. &c. Et preterea iidem *A. & C.* concesserunt pro se & heredibus ipsius *C.* quod ipsi Warant. prefato *F.* & heredibus suis tertiam partem

tem predictam cum pertinentiis sicut predictum est, contra se & heredes ipsius C. imperpetuum. Et pro hac, &c.

Sect. II.

A Fine sur Done, &c. with Render of five shillings Rent, and the best Beast in the name of an Herriot after the death of every Tenant, with Clause of Distress.

Kotel. ff. **P**Recipe N. M. quod iuste, &c. ten. H. s. Conventionem, &c. de Manerio de L. &c. Et nisi, &c.

Release.

Warranty.

*Fine sur
Concessit.
fo. i.*

ET est Concordia talis, scilicet quod predictus N. recogn. Manerium & tenementa predicta cum pertin. esse jus ipsius H. ut illa que idem H. habet de dono predicti N. Et illa remisit & quiete clamavit de ipso N. & heredibus suis predicto H. & heredibus suis imperpetuum. Et preterea idem N. concessit pro se & heredibus suis quod ipsi Warant. Manerium & tenementa predicta cum pertin. prefato H. & heredibus suis contra ipsum N. & heredes suos imperpetuum. Et pro hac Recognitione, Remissione, quiete clam. warant. Fine & Concordia idem H. concessit predicto N. quandam Annuitatem sive annualem redditum quinque solidorum exeun. de Manerio & tenementis predictis cum pertin. & illam ei reddidit in eadem Curia, Habend. & percipiend. eidem N. & heredibus suis ad festa sancti Michaelis Archangeli, & Nativitatis sancti Johannis Baptiste per equales portiones, Ac solvend. post decessum cujuslibet tenementi Manerii & tenementorum predictorum obien. seisit in feodo simplici vel feodo talliato suum optimum animal nomine Herriot. Et si contingerit predictam Annuitatem sive annualem redditum aretro fore in parte vel in toto post aliquod festorum predictorum in quo ut prefertur solvi deberet, non solut, aut Herriot. predict. cum acciderit

acciderit insolut. quod tunc bene licebit predicto N. & heredibus suis in Manerium & tenementa predicta cum pertinentiis intrare, & distringere, distributionesq; sic ibidem capr. & habitas licite asportare, effugare, abducere, & penes se retinere, quousque tam de predicta Annuitate sive Annuali redditu quinq; solidorum cum arreragiis ejusdem si que fuerint, quam de Herriot. predicta sic insolut. plenarie fuerit satisfact. & persolut.

Sect. III.

A Fine sur Done with grant and render in Tayl, with divers Remainders over.

Leic. ff. **P**Recipe F.B. generoso quod iuste, &c. teneat W.N. Conventionem, &c. de Manerio de S. cum pertin. &c. Et nisi, &c.

ET est Concordia talis, scilicet (*recitando le Release, & Warranty ut prox. supra usq;*) Et pro hac Recognitione, &c. idem W. concessit predicto F. predictum Manerium cum pertin. & ill. &c. habendum & tenendum eidem F. & heredibus quos idem F. procreaverit de corpore Marie tunc uxoris ejus tenend. de Capitalibus dominis feodi illius per servitia que ad predictum Manerium pertinent. Et si contigerit quod idem F. obiret sine heredibus per ipsum de corpore ipsius M. procreat. tunc post decessum ipsius F. predictum Manerium cum pertin. integrè reman. predictæ Marie tenend. &c. tota vita ipsius M. Et post decessum ipsius M. predictum Manerium cum pertin. integrè reman. rectis heredibus predicti W. tenend. &c.

Sect. IV.

A Fine sur Done with Grant and Render of the fourth part of an House for a Month, the Remainder to a stranger.

North't. ff. **P**Recipe *J. M.* quod iuste, &c. ten. *J. S.* & *P.* uxori ejus Conventionem, &c. de quarta parte unius Mesuagii in *A* Et nisi, &c.

ET est Concordia talis, scilicet (*Release and warranty, ut supra*) Et pro hac Recogn. &c. predicti *J. S.* & *P.* concesserunt prefato *J. M.* quartam partem predictam, & illam ei reddiderunt in eadem Curia. habend. & tenend. quartam partem predictam prefato *J. M.* & assign. suis à die quo hec Concordia facta fuit usque finem unius Mensis integri, & immediate post expirationem inde quarta pars predicta integre remanebit cuidam *W. B.* habend. sibi & heredibus suis imperpetuum. Tenend. de domino feodi illius pro tempore existens per servicia, &c.

Sect. V.

A Fine, sur Cognizance de droit tantum, with a grant of a Remainder (by him in the Remainder in Tayl) to the King.

North't. ff. **P**R. *R. H.* quod iuste, &c. teneat Domino Regi Conventionem, &c. de Manerio de *H.* cum pertin. &c. de viginti Mesuagiis quatuordecim Tottis, uno Molendino Ventritico, tribus Columbar. viginti Gardinis, duabus Mille acris Terre, Mille acris Prati, & Mille & quingentis acris Pasture cum pertinentiis in *F. H. R. T.* Et nisi, &c.

Et

ET est Concordia talis, scilicet quod predictus R. recogn. Manerium & tenementa predicta cum pertin. esse jus ipsius Domini Regis, Et concessit pro se & heredibus suis quod predictum Manerium & tenementa cum pertin. (que L. H. tenet sibi & heredibus masculis de corpore suo legitime procreat. die quo hec Concordia facta fuit, Et que post decessum ipsius L. sine heredibus masculis de corpore suo legitime procreatis, ad predictum R. & heredes masculos de corpore suo legitime procreat. & ad rectos heredes T. H. si idem R. obierit sine heredibus masculis de corpore suo legitime procreatis, remanere debet post decessum ipsius L. sine heredibus masculis de corpore suo legitime procreatis) integre remanebit predicto domino Regi heredibus & Successoribus suis imperpetuum. Et predictus R. & heredes sui warant. predicto domino Regi heredibus & Successoribus suis predicta Manerium & tenementa cum pertinentiis sicut predictum est contra se & heredes suos imperpetuum. Et pro hac, &c.

Sect. VI.

*A Lease for a term of years granted by Fine
sur Concessit.*

Buck. J. **P**Recipe W. W. & T. uxori ejus quod iuste, &c. teneant R. C. generoso Conventionem, &c. de duobus Molendinis, Centum & sexaginta acris Terre, sexaginta acris Prati, & quinquaginta acris Pasture cum pertinentiis in A. alias A. L. ac de omnibus decimis granorum exeun. de tenementis predictis cum pertin. necnon de omnibus decimis Lanæ & Agnorum provenientes de trescentis ovibus depasturantibus super terras decimales Manerii de A. alias A. L. Et nisi, &c.

ET est concordia talis, scilicet quod predicti W. & T. concesserunt tenementa & decimas predictas

dictas cum pertinentiis prefato R. & ill. eis reddiderunt in eadem Curia, Habend. & tenend. eidem R. à primo die R. ult. preterit. usq; finem & terminum nonaginta & novem annorum ex tunc prox. sequen. & plenarie complend. Reddend. inde annuatim predicto W. & heredibus suis duos solidos legalis monete Anglie ad festa Sancti Michaelis Archangeli, & Annuntiationis beate Marie Virginis, per separales. portiones annuatim solvend. toto Termino predicto si petatur. Et predicti W. & T. & heredes ipsius W. warant. predicto R. tenementa & decimas predict. cum pertinentiis (sicut predictum est) contra ipsos W. & T. & heredes ipsius W. Et contra omnes alios clamantes per predictum W. toto termino predicto: Et pro hac, &c.

Sect. VII.

A Fine levied by Tenants for life of their Term,

Euk. ff. **P**Recipe G. W. & M. uxori ejus quod iuste, &c. teneant W. W. Conventionem, &c. de uno Mesuagio, Centum acris Terre, sexaginta acris Prati, octoginta acris Pasture, Centum acris Bosci, Centum & viginti acris Jampnorum & Bruere, & communia Pasture pro omnibus Averiiis, cum pertinentiis, in A. alias A. B. Et nisi, &c.

ET est Concordia talis, scilicet quod predicti G. & M. concesserunt prefato W. predicta tenementa & Communiam Pasture cum pertin. actutum & quicquid iidem G. & M. in predictis tenementis & Communia Pasture cum pertin. ad terminum vite ipsorum G. & M. & eorum alterius diutius viven. habent. Et ill. eidem W. in eadem Curia reddiderunt: Habend. & tenend. eidem W. tota vita ipsorum G. & M. & eorum alterius diutius viven. Et predicti G. & M. warant. prefato W. predicta tenementa, & Communiam Pasture cum pertinentiis sicut predictum est contra predictos G. & M. tota vita ipsorum G. & M. & eorum alterius diutius viven. Et pro hac, &c.

Of Fines *sur Cognizance de droit tantum,*
ove Grant, sur Concessit, & ove grant
& Render, &c.

SECT. VIII.

A Fine sur Concessit, wherein the Term of
99 years is granted to the Cognizee in the
premises (if the Cognizers shall so long live.)

Buck. ff. **P**Recipe *S. T. gen. & K. uxori ejus quod*
juste, &c. teneant T. Y. Conventionem,
&c. de Manerio de L. L. alias L. D. cum
pertinentiis ac de octo Mesuagiis, uno Co-
lumbiar. quadringentis acris Terre, sexa-
ginta acris Prati, quinquaginta acris Pa-
sture, Centum acris Bolci, Centum acris
Jamprorum & Bruere, quadraginta solidat.
reddit. cum pertin. in L. L. necnon de Re-
ctoria de L. L. cum pertin. Accediam de om-
nibus & omnimodis decimis quibuscunque
provenien. crescen. seu renovan. in L. L. &
nisi, &c.

ET est Concordia talis, scilicet quod predicti *S.*
& K. concesserunt predicto T. Manerium, tene-
menta, Rectoriam, & decimas predictas cum per-
tin. Habend. & tenend. prefato Thome Executori-
bus & Assign. suis à Festo Sancti Michaelis Arch-
angeli ult. preterit. usque ad plenum terminum
Nonaginta & novem Annorum extunc prox. sequen.
& plenarie complend. & finiend. (si predicti S. &
K. aut eorum alter tam diu vixerit vel vixeriat)
reddend. proinde predictis S. & K. & eorum super-
viventi unum granum Piperis annuatim solvend. ad

Festum Annunciationis beate *Marie* Virginis durante toto termino predicto (si petitum sit) Et preterea iidem *S. & R.* warant. predicto *T.* Executoribus & Assign. suis predicta Manerium tenementa Restoriam & decimas predictas cum pertinentiis (sicut predictum est) contra predictos *S. & R.* & Heredes & Assign. suos duran. vitis ipsorum *S. & R.* & vita eorum diutius viven. Et pro hac, &c.

Sect. IX.

A Fine sur Done, Grant, with render to one of the Cognizors part of the Premises for a Month, remainder to *J. and R.* Strangers for their lives, remainder to the Son of *J.* for life, reserving Rent with Clause of Distress for non-payment, with grant of the Reversion to two other of the Cognizors.

Somerss. **P**RECIPIT *Johanni Farmer* Militi, & *Matilde* uxori ejus, & *Roberto Hoskins* quod juste, &c. teneant *Thome Parke* & *Johanni Kent* Conventionem, &c. de duobus Mesuagis, uno Gardino, uno Pomario, viginti & duobus acris Terre, sex acris Prati, & quinquaginta & octo acris Pasture cum pertinentiis in *Mudford*. Et nisi, &c.

ET est Concordia talis, scilicet quod predicti *Johannes* & *Matilda*, & *Robertus* recogn. tenementa predicta cum pertin. esse jus ipsius *Thome* ut illa que iidem *Thomas* & *Johannes Kent* habent de dono predictorum *Johannis Farmer* Militis & *Matilde*, & *Roberti*, & illa remiserunt, & quiete clamaverunt de ipsis *Johanne Farmer* Milite & *Matilda*, & *Roberto*, & heredibus suis prefatis *Thome* & *Johanni Kent*, & heredibus ipsius *Thome* imperpetuum; Et preterea iidem *Johannes Farmer*, *Matilda*, & *Robertus* concesserunt pro se & heredibus ipsius *Johanni*
han nu

hannis Farmer, quod ipsi warant. tenementa predicta cum pertin. prefat. *Thome & Johanni Kent*, & heredibus ipsius *Thome* contra omnes homines imperpetuum. Et pro hac Recogn. &c. iidem *Thomas & Johannes Kent* concesserunt predicto *Roberto* sex acras Terre, tres acras Prati, & quadraginta sex acras Pasture de tenementis predictis cum pertin. & illa ei reddiderunt in eadem Curia habend. & tenend. eidem *Roberto* pro termino unius Mensis jam prox. futur. & post terminum illum finitum eadem sex acre Terre, tres acre Prati, & quadraginta sex acre Pasture cum pertin. integre reman. cuidam *Johanne* modo uxori, cujusdam *Rogeri Newman*, & cuidam *Richardo Newman*, filio eorundem *Rogeri & Johanne*, Habend. & tenend. prefat. *Johanne & Richardo* tota vita eorundem *Johanne & Richardi*, & eorum alterius diutius viven. Et post decessus eorundem *Johanne & Richardi Newman* eadem sex acre Terre, tres acre Prati, & quadraginta sex acre Pasture cum pertin. integre reman. *Johanni Newman*, filio predictorum *Rogeri*, & *Johanne* uxoris ejus, Habend. & tenend. eidem *Johanni* filio tota vita ejusdem *Johannis* filii, Reddend. inde annuatim predictis *Thome & Johanni Kent*, & heredibus suis Centum & octo solidos, & decem denarios ad Festa Annunciationis beate *Marie Virginis*, & Sancti *Michaelis* Archangeli per equales portiones annuatim solvend. Et si contingat annualem redditum Centum & octo solidorum & decem denariorum, vel aliquam inde parcellam aretro fore in parte, vel in toto, post aliquod Festorum predictorum, in quo siue quibus ut prefertur solvi debeat, non solat. quod tunc bene licebit prefatis *Thome & Johanni Kent*, heredibus & Assign. suis tam in tota vita naturali predictorum *Johanne & Richardi Newman*, modo uxoris predicti *Rogeri*, & eorum alterius diutius viven. quam tota vita predicti *Johannis* filii in predictas sex acras Terre, tres acras Prati, & quadraginta sex acras Pasture cum pertin. & in quamlibet partem parcellam & inde intrare & distringere, distractionesque sic ibidem capt. licite abinde, abducere, effugare, asportare, & penes se retinere

retinere, quousque de predicto annuali redditu Centum & octo solidorum, & decem denariorum, & de qualibet inde parcella una cum arreragiis ejusdem (si que fuerint) eis plenarie fuerint satisfacti. & persolut. Et ulterius iidem *Thomas & Johannes Kent* concesserunt predicto *Roberto Hoskins*, duo Mesuagia, unum Gardinum, unum Pomarium, sexdecim acras Terre, tres acras Prati, & duodecim acras Pasture resid. tenementorum predictorum. Et ill. ei reddiderunt in eadem Curia Habend. & tenend. eidem *Roberto* pro termino unius Mensis, & post terminum illud finit. eadem duo Mesuagia, unum Gardinum, unum Pomarium, sexdecim acras Terre, tres acras Prati, & duodecim acras Pasture resid. integre reman. cuidam *Richardo Newman* patri predicti *Rogeri Newman*, ac predictis *Rogero Newman & Johanne* uxori ejus, Habend. & tenend. eidem *Richardo, Rogero & Johanne*, tota vita ipsorum *Richardi, Rogeri & Johanne*, & eorum alterius diutius viven. Reddend. inde annuatim predictis *Thome & Johanni Kent*, & hereditibus suis tresdecim solidos legalis monete *Anglie* ad predicta Festa Annunciationis beate *Marie Virginis*, & Sancti *Michaelis* Archangeli per equales portiones annuatim solvend. Et si contingat redditum predictum annualem tresdecim solidorum, aut aliquam inde parcellam aretro fore in parte, vel in toto, post aliquod Festum festorum predictorum in quo ut prefertur solvi debeat, non solut. quod tunc bene licebit prefat. *Thome & Johanni Kent* in predicta duo Mesuagia, unum Gardinum, unum Pomarium, sexdecim acras Terre, tres acras Prati, & duodecim acras Pasture resid. cum pertinentiis, Et in quamlibet inde parcellam intrare, & distringere, distractionesq; sic ibidem capt. abinde abducere, effugare, asportare, & penes se retinere quousq; de predict. annuali redditu tresdecim solidorum, unacum arreragiis ejusdem si que sunt plenarie fuerint satisfacti. & persolut. Concesser. etiam prefati *Thomas & Johannes Kent* predictis *Johanni Farmer*, & *Matilde*, reversionem omnium & singulorum tenementorum predictorum cum pertinentiis

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tinentiis, & omnes redditus predictos superius reservat. Et illa eis reddiderunt in eadem Curia Habend. & tenend. eisdem *Johanni*, & *Matilde*, & heredibus ipsius *Johannis* imperpetuum, Tenend. de Capitalibus dominis feodi illius per servicia que ad predicta tenementa cum pertin. pertinent imperpetuum.

Sect. X.

A Fine sur done Grant, with render back of certain Coal Mines belonging to the Premises unto the Cognizors, and the Heirs of one of them for ever.

Verb. ff. **P**Recipe *Georgio Hastings* Armigero, & *Dorothee* uxori ejus, *Thome Stanhope* Armigero & *Margarete* uxori ejus, quod iuste, &c. teneant *Radolpho Browne* & *Willielmo Newton* Conventionem, &c. de quadraginta acris Terre, cum pertin. in *Stanley* & *Spowdon*. Et nisi, &c.

ET est Concordia talis, scilicet quod predicti *Georgius*, *Dorothea*, *Thomas*, & *Margareta* recogn. tenementa predicta cum pertin. esse jus ipsius *Radolphi*, ut illa que iidem *Radolphus* & *Willielmus* habent de dono predictorum *Georgii*, *Dorothee*, *Thome* & *Margarete*, & illa remiserunt & quiete clam. de ipsis *Georgio*, *Dorothea*, *Thoma* & *Margareta*, & heredibus suis predictis *Radolpho* & *Willielmo*, & heredibus ipsius *Radolphi* imperpetuum. Et preterea iidem *Georgius*, *Dorothea*, *Thomas*, & *Margareta* concesserunt pro se & heredibus ipsarum *Dorothee* & *Margarete*, quod ipsi warant. tenementa predicta cum pertin. prefat. *Radolpho* & *Willielmo*, & heredibus ipsius *Radolphi* contra predictos *Georgium*, *Dorotheam*, *Thomam* & *Margaretam* & heredes ipsius *Thome* imperpetuum. Et pro hac Recogn. Remissione, quiet. clam. warant. sine & Concordia, predicti *Radolphus* & *Willielmus* concesserunt predictis

dictis *Georgio & Dorothee* omnes *Mineras Carborum* (*Anglice* vocat. all *Mines of Coals*) existen. in quodam *Campo*. parcell. teneamentorum predictorum vocat. *Stantep Field*, Necnon liberum ingressum & egressum in & a predicto *Campo* ad fodiend. in *Mineris* illis pro *Carbonibus* ibid. & ad abcarand. ill. sic foss. ac libertatem fodiendi in terris illis pro *Carbonibus* illis omni tempore *Anni* ad libitum ipsorum *Georgii & Dorothee* & heredum ejusdem *Dorothee*: Et illa omnia eis reddiderunt in eadem *Curia* Habend. Carriand. & percipiend. predictas *Mineras* ingressum & egressum, ac libertatem predictam cum pertin. prefat. *Georgio & Dorothee*, & hered. ipsius *Dorothee* imperpetuum.

Sect. XI.

Fines with Release and Warranty (where the *Warranty* is divided) some of the *Cognizors* warranting one part of the *Premises*, and some another part, none of them warranting all as in other *Fines*.

Essex. *PR*ecipe *Henrico Kent & Johanne uxori ejus*, *Johanni Turner* Generoso & *Katherine uxori ejus*, quod iuste, &c. teneant *Richardo Green* Conventionem, &c. de uno *Me. suagio*, uno *horreo*, uno *Gardino*, quadraginta acris *Terre*, & quatuor acris *Pasture*. cum pertinentiis in *Maplested*. Et nisi, &c.

ET est Concordia talis, scilicet quod predicti *Henricus, Johanna, Johannes & Katherina* recogn. tenementa predicta cum pertin. esse jus ipsius *Richardi*, ut illa que idem *Richardus* habet de dono predictorum *Henrici & Johanne, Johannis & Katherine*, Et illa remiser. & quiet clam. de ipsis *Henrico & Johanna, Johanne & Katherina*, & heredibus suis prefato *Richardo* & heredibus suis imperpetuum. Et preterea iidem *Henricus & Johanna*,
Johan.

Johannes & Katherina, concesserunt pro se & heredibus ipsius *Johannis*, quod ipsi warant. duas partes tenementorum predictorum cum pertin. in tres partes dividend. prefat. *Richardo* & heredibus suis contra omnes homines imperpetuum: Et pro hac, &c.

Essex. **P**Recipe *Thome Burgeant* generoso & *Agheti* uxori ejus, *Gabrieli Buss* generoso & *Margarete* uxori ejus, *Waltero Newman* & *Marie* uxori ejus, quod juste, &c. teneant *Christofero Bland* Clerico Conventionem, &c. de tribus Mesuagiis, tribus Horreis, tribus Gardinis, uno Pomario, quinquaginta acris Terre, decem acris Prati, triginta acris Pasture, & decem acris Bosci cum pertin. in *Walden* & *Weatway*. Et nisi, &c.

ET est Concordia talis, scilicet quod predict. *Thomas* & *Agnes*, *Gabriel* & *Margareta*, *Walterus* & *Maria*, recogn. pred. tenementa cum pertin. esse jus ipsius *Christoferi*, ut illa que idem *Christoferus* habet de dono predictorum *Thome* & *Agheti*, *Gabrielis* & *Margarete*, *Walteri* & *Marie*; Et illa remiserunt & quiete clamaverunt de ipsis *Thomas* & *Aghete*, *Gabriele* & *Margareta*, *Waltero* & *Maria*, prefat. *Christofero* & heredibus suis imperpetuum. Et preterea iidem *Thomas* & *Agnes* concesserunt pro se & heredibus ipsius *Thome*, quod ipsi warant. unum Mesuag. unum Horreum & unum Gardinum, parcell. tenementorum predictorum in *Walden* predicta, prefat. *Christofero* & heredibus suis, contra predictos *Thomam* & *Aghetem*, & heredes ipsius *Thome* imperpetuum. Et insuper iidem *Gabriel* & *Margareta* concesserunt pro se & heredibus ipsius *Gabrielis*, quod ipsi warant. alterum Mesuagium, unum Horreum, unum Gardinum & predictum Pomarium, & predictas quinquaginta acras Terre, decem acras Prati, triginta acras Pasture, & decem acras Bosci, parcell. tenementorum predictorum in *W.* predicta prefat. *Christofero* & heredibus suis, contra ipsos
Gabrielem

Gabrielem & Margaretam, & heredes ipsius *Gabri-*
elis imperpetuum. Et ulterius iidem *Walterus &*
Maria concesserunt pro se & heredibus ipsius *Wal-*
teri, quod ipsi warant. unum Mesuagium, unum
 Horreum, unum Gardinum, resid. tenementorum
 predictorum in *W.* predicta predicto *Christoforo*
 & heredibus suis contra predictos *Walterum &*
Mariam; & heredes ipsius *Walteri* imperpetuum.
 Et pro hac, &c.

Sect. XII.

A Fine sur done Grant, with render of a
Rent in Recompence of Dowry.

North's ff. **P**Recipe *Willielmo Palmer* Armigero &
Marie uxori ejus, quod iuste, &c. te-
 neant *Edwardo Bolnest* generoso, & *Ro-*
berto Dix generoso, Conventionem, &c.
 de Manerio de *T.* cum pertin. ac de
 duodecim Mesuagiis, uno Molendino a-
 quatico, uno Molendino ventritico, tri-
 bus Columbar. quadraginta acris Terre,
 Centum acris Prati, duodecim acris Pa-
 sture, viginti acris Bosci, & Centum a-
 cris Bosci, & Centum acris Jampnorum
 & Bruere cum pertin. in *C.* alias *B.* & *D.*
 Et nisi, &c.

ET est Concordia talis, scilicet quod predicti *Wil-*
liemus & Maria, recogn. Manerium & tenemen-
 ta predicta cum pertin. esse jus ipsius *Edwardi*,
 ut illa que iidem *Edwardus & Robertus* habent de
 dono predictorum *Willielmi & Marie*: Et illa re-
 miser. &c. (ut in aliis.) Et preterea iidem *Williel-*
mus & Maria concesserunt pro se & heredibus ipsi-
 us *Willielmi*, quod ipsi warant. Manerium & tene-
 menta predicta cum pertin. pefat. *Edwardo &*
Roberto, & hered. ipsius *Edwardi* contra omnes ho-
 mines imperpetuum. Et pro hac Recogn. Remissi-
 one, quiet. clam. Fine & Concordia, iidem *Ed-*
wardus

wardus & Robertus concesserunt predictæ *Marie* quandam Annuitatem, five annualem redditum duodecim librarum ex eun. de predict. Manerio & tenementis cum pertin. Habend. & tenend. & annuatim percipiend. predictum annualem redditum duodecim librarum prefate *Marie* & Assign. suis ad Festa Sancti *Michaelis* Archangeli, vel Annunciationis beate *Marie* Virginis prox. & immediate sequen. post mortem predicti *Willielmi*, pro & durante vita naturali ejusdem *Marie*, ad duos Anni terminos, viz. Sancti *Michaelis* Archangeli, & Annunciationis beate *Marie* Virginis, per equales portiones Annuatim solvend. in plena Recompensatione totius talis Juncture, five dotis que iidem *Marie* contingere debeat de aliquibus terris & tenementis predicti *Willielmi Palmer*. Et si contingat predictum Annualem redditum duodecim librarum, vel aliquam inde parcellam a retro fore post aliquod Festum festorum predictorum, in quo five quibus ut preferatur solvi deberet, & per prefat. *Willielm*. insolut. quod tunc & toties bene licebit eidem *Marie* & Assign. suis in predicta Maneria & tenementa cum pertin. five in aliquam parcellam inde intrare & distringere, distractionesq; sic ibid. capr. licite abducere, effugare & penes se retinere, quousque de predicto annuali redditu duodecim librarum; ac de qualibet inde parcella, una cum arreragiis ejusdem (si que fuerint) plenarie satisfact. fuerint & persolut. Et ulterius iidem *Edwardus & Robertus* concesserunt predicto *Willielmo* Maneria & tenementa predicta cum pertin. & illa ei reddiderunt, in eadem Curia Habend. & Tenend. predictum Manerium & tenementa cum pertin. prefato *Willielmo* & heredibus suis imperpetuum. Tenend. de Capital. dominis feodi illius per servicia que ad predictum Manerium & tenementa pertinent imperpetuum.

SECT. XIII.

A Fine sur done Grant, with render of the Premises to one of the Cognizors for 21 years to Commence after the death of Tenant for life, the Reversion to the other Cognizees and their Heirs.

Essex. ff. **P**Recipe *Willielmo King & Katharine uxori ejus, & Simoni Smith, quod iuste, &c. tenant Johanni Smith, & Thome Hill, Conventionem de tertia parte unius Mesuagii, unius Horrei, unius Gardini, quadraginta acrarum Terre, duarum acrarum Prati, & trium acrarum Pasture cum pertin. in H. M. Et nisi, &c.*

ET est Concordia talis, scilicet quod predicti *Willielmus King & Katharina, & Simo* recogn. tertiam partem predicti. cum pertin. esse jus ipsius *Johannis*, ut illa que iidem *Johannes & Thomas* habent de dono, &c. (*Release and Warranty* ut supra.) Et pro hac, &c. iidem *Johannes & Thomas* concesserunt predicto *Simoni* tertiam partem predictam cum pertin. & ill. ei reddiderunt in eadem Curia Habend. & tenend. eidem *Simoni* à Festo Sancti Michaelis Archangeli, vel à festo Annunciationis beate *Marie Virginis*, quod prius & prox. contigerit, vel erit post mortem cujusdam *Elizabethæ* modo uxoris *Willielmi T.* & nuper uxoris *Richardi S.* defuncti. usq; ad finem & terminum viginti & unius Annorum, extunc prox. sequen. & plenarie complend. & finiend. reddendo inde annuatim predictis *Thome & Johanni* & heredibus ipsius *Johannis* duodecim denarios, ad festa Annunciationis beate *Marie Virginis*, & Sancti *Michaelis* Archangeli, per equales portiones solvend. Et si contingat predictam Annuitatem, sive Annualet redditum 12d. in parte vel in toto post aliquod Festum festorum predictorum

predictorum (recite the clause of Distress, ut supra usque satisfact. & persolut.) Et ulterius concesserunt predicti *Johannes & Thomas Hill*, predictis *Wilhelmo King & Katharine* Reversionem tertie partis predictæ, cum pertin. & redditum predictum superius reservat. Et illæ eis reddiderunt in eadem Curia, Habend. & tenend. eidem *Wilhelmo King & Katherine*, & heredibus ipsius *Katharine* imperpetuum. Tenend. de Capitalibus dominis feodi illius per servicia que adinde pertinent imperpetuum.

Sect. XIV.

A Fine for Concessit, by Baron and Feme (she being Tenant for life) where the Lands are granted during the life of the Woman to the Cognizee.

Lincoln. ss. **P**Recipe *Richardo Smith* generoso & *Katherine* uxori ejus, quod juste, &c. teneant *Thome Herd* Conventionem, &c. de uno Mesuagio, quatuor acris Terre, tribus acris Prati, & sex acris Pasture cum pertin. in *E.* Et nisi, &c.

ET est Concordia talis, scilicet quod cum predicti *Richardus & Katherine* habent & tenent ut in iure ipsius *Katherine*, pro termino vite ejusdem *Katherine*, tenementa predicta cum pertin. reversione inde post decessum dicte *Katherine*, *Morie Royden* & heredibus suis spectant. Idem *Richardus & Katherine* concesserunt predicto *Thome Herd* tenementa predicta cum pertin. Et totum & quicquid in predictis tenementis cum pertin. habent in eadem Curia reddiderunt, Habend. & tenend. eidem *Thome* & assign. suis durante tota vita dicte *Katherine*, tenend. de Capitalibus dominis feodi illius per servicia que adinde pertinent imperpetuum. Et predicti *Richardus & Katherine* warrant. predicto *Thome* & Assignatis suis tenementa predicta cum pertin. sicut predictum est contra omnes homines imperpetuum. Et pro hac, &c.

Sect.

Sect. XV.

A Fine sur Cognizance de droit, of Lands which the Cognizee hath part in Possession, and are granted to him in Fee for ever, the residue being in Lease for life, the Cognizor grants to him the Reversion (after the death of Tenant for life.)

*Lincoln. ss. P*Recipe *Henrico Headlam* quod iuste, &c. teneat *Arthurus Calverly* Conventionem, &c. de uno Mesuagio, quatuor Cottagiis, quatuor Toftis, uno Collumbar. tribus Gardinis, Centum & quatuor acris Terre, quadraginta acris Prati, viginti acris Pasture, duabus acris Bosci, viginti acris Jampnorum & Bruere, & viginti acris Marisci cum pertin. in *Scawby*, &c. ac de libera Piscar. in aqua de *Antolm.* Et nisi, &c.

ET est Concordia talis, scilicet quod predictus *Henricus* recogn. tenementa predicta cum pertin. esse jus ipsius *Arthurus*, de quibus idem *Arthurus* habet unum Mesuagium, duo Cottagia, duo Tofta, unum Gardinum, octoginta acras Terre, viginti quatuor acras Prati, viginti acras Pasture, duas acras Bosci, viginti acras Jampnorum & Bruere, & viginti acras Marisci, parcell. tenementorum predictorum cum pertin. de dono predicti *Henrici*; Et illa remisit & quiet. clam. de se & heredibus suis prefato *A.* & heredibus suis imperpetuum: Et concessit pro se & heredibus suis quod duo Cottagia, duo Tofta, duo Gardina, sexaginta acras Terre, & sex acras Prati, tenementorum predictorum resid. cum pertin. (que *Elizabetha B.* uxor *Thome B.* tenet ad terminum vite sue de hereditate predicti *Henrici* die quo hec Concordia facta fuit. Et que post decessum ipsius *Elizabethæ* ad prefatum *Henricum*

ricum

ricum & heredes suos debuerunt reverti) post de-
cessum ipsius *Elizabeth* integre reman. prefat. *Ar-*
thuro & heredibus suis Tenend. simul cum tene-
mentis & Piscar. predictis de Capitalibus dominis
feodi illius per servicia que ad eadem pertinent
imperpetuum Et predict. *Henr.* & heredes sui, wa-
rant. prefato *Arthuro* & heredibus suis tenementa
& Piscar. predict. cum pertin. sicut predictum est
Contra omnes homines imperpetuum, &c.

Sect. XVI.

*A Fine sur Cognizance de droit tantum,
levyed by way of Release to confirm the Cog-
nizees Estate in certain Lands whereof he is
possessed, and whereunto the Cognizor hath
but a bare Right.*

CAROLUS Dei gratia *Anglie Scotie Francie & Hi-*
bernie Rex fidei defensor, &c. Omnibus ad
quos presentes litere nostre pervenerint Salutem
Sciatis quod inter Recorda ac pedes Finium cum
Proclamationibus inde factis secundum formam
statuti in hujusmodi Casu nuper edit. & provisi
coram Justiciariis nostris de Banco apud *Westm.*
De Terminis Pasche Anno regni nostri Octavo Con-
rinetur sic *Ed. ff.* Hec est finalis Concordia facta
in Curia domini Regis apud *Westm.* à die Pasche in
quindecim dies Anno Regnorum *Caroli* Dei gra-
tia *Anglie Scotie Francie & Hibernie* Regis fidei de-
fensoris, &c. A Conquestu Octavo Coram *Ro-*
berto Heath Richardo Hutton Francisco Harvie Justic.
& aliis domini Regis fidelibus tunc ibi presenti-
bus Inter *Radolphum Snagge* Armigerum & *Annam*
uxorem ejus deforcientes de Maneriis de *Kempston*
alias *Kempston Dawbney* & *St. Johns* cum pertin.
Ac de decem Mesuagiis viginti Cottagiis decem
Toftis uno Columbar. triginta Gardinis viginti
Pomariis 300 acris Terre 20 acris Prati 300 acris
Pasture 250 acris Bosci 400 acris Jampnorum &
E Buere

Bruere cum pertin. in *K.M.N.W.* & parochia Sancti *P.* in Villa *Bedford*. Unde placitum Conventionis sum. fuit inde inter eos in eadem Curia scilicet quod predicti *Thomas* & *Anna* recogn. predicta Maneria & tenementa cum pertin. esse jus ipsius *Radolphi* Et illa remiserunt & quiet.clam. de ipsis *Thoma* & *Anna* & heredibus suis predicto *Radolpho* & heredibus suis imperpetuum Et preterea iidem *Thomas* & *Anna* concesserunt pro se & heredibus ipsius *Thome* quod ipsi warant. predicto *Radolpho* & hered. suis predicta Maneria & tenementa cum pertin. contra predictos *Thomam* & *Annam* & heredes ipsius *Thome* imperpetuum Et pro hac Recogn. Remissione quiet.clam. Warantia fine & Concordia idem *Radolphus* dedit predictis *Thome* & *Anne* Octingentas Libras Sterlingorum In cuius rei Testimonium Sigillum nostrum ad brevia in Banco predicto figilland. deputat. presentibus apponi fecimus Teste *R. Heath* apud *Westm.* decimo octavo die Aprilis Anno regni nostri supradicto.

Blake.

Sect. XVII.

Lands granted in Tayle with divers Remainers over, by Fines sur Concessit.

HEc est finalis Concordia facta in Curia domini Regis apud *Westm.* a die sc. *Michaelis* in tres septimanas Anno, &c. coram, &c. Inter *Thomam Holley* & *Isabellam* uxorem ejus querentes & *Richard. Kent* & *Johannam* uxorem ejus deforc. de tribus Mesuagiis & quadraginta & duabus acris terre cum pertin. in *W.* unde placitum Conventionis sum. fuit inde inter eos in eadem Curia scilicet quod predicti *Richardus* & *Johanna* uxor ejus Concesserunt predictis *Thome* & *Isabelle* uxori ejus tenementa predicta cum pertin. Et illa eis reddiderunt in eadem Curia Habend. & tenend. eisdem *Thome* & *Isabelle* & heredibus de Corporibus ipsorum *Thome* & *Isabelle* exeunt. de Capitalibus domi-

nis

nis feodi illius per servicia que ad predicta tenementa cum pertin. pertinent imperpetuum Et si contingat eisdem *Thomam & Isabellam* uxorem ejus obire sine heredibus de Corporibus suis exeunt. tunc post decessum ipsorum *Thome & Isabelle* predicta tenementa cum pertin. integre reman. heredibus ipsius *Thome* de corpore suo procreat. Tenend. de Capitalibus dominis, &c. ut supra imperpetuum Et si nullus heres de corpore ipsius *Thome* fuerit procreat. tunc predicta tenementa cum pertin. integre reman. heredibus ipsius *Isabelle* uxoris predicti *Thome* de corpore suo procreat. Tenend. &c. Et si nullus heres de corpore predictæ *Isabelle* uxoris predicti *Thome* fuerit procreat. tunc predicta tenementa cum pertin. reman. *Johanne Agneti Matilde Margerie & Elizabethæ* Sororibus ipsius *Isabelle* uxoris predicti *Thome* & heredibus de corporibus ipsarum *Johanne Agnetis Matilde Margerie & Elizabethæ* exeunt. Tenend. &c. Et si contingat quod eedem *Johanna, Agnes, Matilda, Margeria & Elizabetha* obierint sine heredibus de corporibus suis exeunt. tunc post decessus ipsarum *Johanne, Agnetis, Matilde, Margerie & Elizabethæ* predicta tenementa cum pertin. integre reman. rectis heredibus predicti *Thome* Tenend. &c. Et pred. *Riehardus & Johanna* uxor ejus & heredes ipsius *Johanne* warant. predictis *Thome & Isabelle* uxori ejus & heredibus suis predictis & heredibus ipsius *Thome* predictis (si iidem *Thomas & Isabella* uxor ejus obierint sine heredibus de corporibus suis exeunt.) & heredibus ipsius *Isabelle* uxoris ipsius *Thome* predictis (si nullus heres de corpore ipsius *Thome* sit procreat.) & predictis *Johanne, Agneti, Matilde, Margerie & Elizabethæ* & heredibus suis predictis (si nullus heres de corpore ipsius *Isabelle* uxoris predicti *Thome* fuerit procreat.) & etiam rectis heredibus predicti *Thome* (si eedem *Johanna, Agnes, Matilda, Margeria & Elizabetha* obierint sine heredibus de corporibus suis exeunt. predicta tenementa cum pertin. contra omnes homines imperpetuum Et pro hac Concessione redditione warantia sine & Concordia iidem *Thomas & Isabella*

uxor ejus dederunt predict. *Richardo & Johanne* uxori ejus viginti Marcas Argenti, &c.

ET est Concordia talis, scilicet quod predictus *Franciscus* recogn. Maneria tenementa & reddit. predict. cum pertin. esse jus ipsius *Willielmi*, &c. *Release & Warranty* contra omnes homines imperpetuum. Et pro hac Recogn. &c. idem *Willielmus* concessit prefato *F.* Maneria tenementa & reddit. predict. cum pertin. Et illa ei reddiderunt in eadem Curia habend. & tenend. eidem *F.* & hered. quos idem *F.* procreavit de corpore *M.* nunc uxoris ejus de Capitalibus dominis feodi illius per servicia que ad predict. Maneria tenementa & reddit. predict. pertinent imperpetuum. Et si contingat quod idem *F.* obierit sine heredibus per ipsum de corpore ipsius *Marie* procreat. tunc post decessum ipsius *F.* predict. Maneria tenementa & reddit. cum pertin. integre reman. prefato *M.* & hered. ipsius *M.* quos predictus *F.* procreavit de corpore ipsius *Marie* tenend. de Capitalibus dominis feodi illius per servicia, &c. Et si contingat quod eadem *M.* obierit sine heredibus per predict. *F.* de corpore ipsius *Marie* procreat. tunc post decessum ipsius *Marie* predict. Maneria tenementa & reddit. cum pertin. integre reman. rectis heredibus prefati *Willielmi* Tenend. de Capitalibus Dominis feodi illius per servicia que ad predicta Maneria tenementa & redditus pertinent imperpetuum.

SECT. XVIII.

A Fine sur done, Grant, with render for life of the Cognizor, Reversion to the Cognizees.

Euck. ff. **H**Ec est finalis Concordia, &c. inter *Edwardum Hastings* Militem & *Mariam* uxorem ejus querentes & *Oliverrum Man* Militem deforc. de Manerio de *Stoke*, &c. cum pertin. ac de 50 Mesuag. 2000 acris Terre, 100 acris Prati, 1000 acris Pasture, 100 acris Bosci & 50 librat. reddit. cum

eum pertin. in *Stoke* unde placitum Conventionis
 sum, fuit inter eos in eadem Cur. scilicet quod
 predictus *Oliverus* recogn. Maneria tenementa &
 reddit predict. cum pertin. esse jus ipsius *Marie*
 ut illa que iidem *Edwardus* & *Maria* habent de do-
 no predict. *Oliveri* Et illa remisit & quiet. clam.
 de se & heredibus suis predict. *Edwardo* & *Marie*
 & heredibus ipsius *Marie* imperpetuum Et pro
 hac, &c. iidem *Edwardus* & *Maria* concesser. pre-
 dicto *Olivero* predicta Maneria tenementa & red-
 dit. cum pertin. Et illa ei reddiderunt in eadem
 Curia Habend. & tenend. eidem *Olivero* de pre-
 dictis *Edwardo* & *Maria* & hered. ipsius *Marie* pro
 termino vite naturalis ipsius *Oliveri* Reddend. in-
 de annuatim unam Rosam ad Festum Nativitatis
 Sancti *Johannis Baptiste* pro omnibus serviciis con-
 suetis & exaction. ad predict. *Edwardum* & *Mariam*
 & heredes ipsius *Marie* imperpetuum Et faciend.
 inde Capitalibus dominis feodi illius pro predictis
Edwardo & *Maria* & heredibus ipsius *Marie* omnia
 alia servicia que ad predicta Maneria & tenementa
 pertinent. tota vita ipsius *Oliveri* Et predicti *Ed-
 wardus* & *Maria* heredes ipsius *Marie* warant. pre-
 dicto *Olivero* predicta Maneria tenementa & reddit.
 cum pertin. contra omnes homines tota vita ipsius
Oliveri & post decessum ipsius *Oliveri* predict. Ma-
 neria & tenementa cum pertin. integre reverterint
 ad predictos *Edwardum* & *Mariam* & heredes ipsius
Marie quiet. de heredibus predicti *Oliveri* tenend.
 de Capital. dominis feodi illius per servicia que
 ad predicta Maneria & tenementa pertinent im-
 perpetuum.

Sect. XIX.

*Grant and render of a Rent Charge, and Lease
 for years.*

Essex. f. **P**Recipe *Thome M.* & *Marie* uxori ejus &
Thome S. quod juste, &c. teneant *Thome*
Parker generoso & *Johanni Kent* Conven-
 tionem

tionem, &c. de Manerio de *B.* cum pertin. ac de uno Mesuagio, uno Columbari, duobus Gardinis, ducentis acris Terre, viginti acris prati, sexaginta acris Pasture, quinquaginta acris Bosci, & viginti solidat. reddit. cum pertin. in *B.* Et nisi, &c.

ET est Concordia talis, scilicet quod predicti *Thomas & Maria & Thomas S.* recogn. Maneria tenementa & reddit. predict. cum pertin. esse jus ipsius *T. P.* ut illa que iidem *Thomas Parker & Johannes* habent de dono predictorum *T. M. & T. S.* Et illa remis. & quiet. clam. de ipsis *T. M. & T. S.* & heredibus suis prefatis *T. P. & J.* & heredibus ipsius *T.* imperpetuum Et preterea iidem *T. M. & T. S.* concesserunt pro se & heredibus ipsius *T.* quod ipsi warant. Manerium tenementa & reddit. predict. cum pertin. prefatis *T. P. & J.* & heredibus ipsius *T. P.* contra omnes homines imperpetuum Et pro hac recognitione remissione quiet. clam. warrantia sine & Concordia iidem *T. P. & J.* concesserunt eidem *T. M.* quandam Annuitatem sive annualem redditum decem librarum exeun. de Manerio tenementis & reddit. predictis cum pertin. Et ill. ei reddiderunt in eadem Curia habend. & percipiend. eidem *Mariæ* pro termino vite ejusdem *Mariæ* ad Festa Annunciationis beate *Mariæ* Virginis & Sancti *Michaelis* Archangeli per equales portiones solvend. primo tamen termino solutionis ejusdem Annuitatis sive annualis redditus incipiente ad idem Festum festorum predictorum quod prius & proxime contingerit post mortem predict. *Thome M.* & non antea Et si contingat predict. Annuitatem sive Annualem redditum decem librarum aretro fore in parte vel in toto post aliquod Festum festorum predictorum post mortem ejusdem *Thome* quibus ut prefertur solvi debeat quod tunc bene licebit prefate *Mariæ* durante vita sua in predicta Maneria & tenementa cum pertin. intrare & distringere Et distractiones sic ibid. capt. abducere, asportare, effugare & penes se retinere quousque de predicta Annuitate sive Annuali

Annuali redditu una cum arreragiis ejusdem (si que forent) sibi plenarie satisfact. fuerint & persolut. Concesserunt etiam prefati *T. P. & J.* predicto *Thome Man* Maneria tenementa & reddit. predict. cum pertin. Et illa ei reddiderunt in eadem Curia Habend. & tenend. eidem *Thome* & assignatis suis à Festo Sancti *Michaelis* Archangeli jam ultimo preterito usque ad finem termini triginta Annorum extunc proxime sequen. & plenarie complend. Reddend. inde annuatim prefatis *Thome Parker & Johanni* & heredibus ipsius *Thome Parker* pro primis quinque Annis predictorum triginta Annorum unum granum Piperis ad Festa sci. *Michaelis*, &c. (si petatur) annuatim solvend. necnon reddendo annuatim prefatis *T. P. & J.* & heredibus ejusdem *T.* pro primis sexdecim Annis tantum tunc prox. sequen. parcell. residui predictorum triginta Annorum quadraginta solid. legalis *Mone* rete *Anglie* ad duo Festa Sancti *Michaelis* Archangeli & Annunciationis beate *Mariæ* Virginis per equales portiones annuatim solvend. Et si contingat predictam annualem reddit unius grani Piperis aut predictum annualem reddit. quadraginta solidorum vel aliquem eorum vel aliquam inde parcellam aretro fore non solut. in parte vel in toto post aliquod Festum festorum predictorum in quo ut prefertur solvi debeant quod tunc bene licebit prefat. *T. P. & J.* & heredibus ejusdem *T.* in predict. Maneria, tenementa & reddit. cum pertin. intrare & distractiones sic ibid. capr. licite abinde abducere, effugare, asportare & penes se retinere quousque de predictis reddit. unius grani Piperis, & quadraginta solid. sic aretro existen. una cum arreragiis eorum (si que fuerint) plenarie fuerint satisfact. & persolut. Concesser. etiam prefat. *T. P. & J.* predicto *T. M.* Reversionem Manerii tenementorum & reddit. predict. & omnes reddit. eis superius reservat. Ac ill. ei reddiderunt in eadem Curia Habend. & tenend. eidem *T. M.* & heredibus suis imperpetuum Tenend. de Capital. dom. feodi illius per servicia que ad Maneria tenementa & reddit. predict. pertinent imperpetuum, &c.

C A P. X.

*Instructions for bringing Writs of Error to
Avoid Fines, wherein all the Proceed-
ings are set forth.*

The Writ directed to the Chief Justice.

Regina, &c. dilecto & fidelissimo E. A. Militi
salutem Quia in Recordo & Processu ac eti-
am in levatione cujusdam finis in Cur. Dom.
Edwardi 6. nuper Regis Angl. &c. de Banco apud
Westm. de Termino S. Hillarii anno Regni sui sexto
coram E. M. Mil. & Sociis suis tunc Justic. ipsius
nuper Regis de Banco pred. inter W. B. & J. v.
quer. & Jo. L. deforc. de Manerio, &c. cum pertin.
in L. in Com. E. error interven. manifestus ad
grave dampnum R. W. & J. ux. ejus consanguinee &
hered. J. v. gen. sicut ex querela sua accepimus:
nos Errorem si quis fuerit modo debito corrigi &
eisdem Rich. & Jane plenam & Celerem Justitiam
fieri volentes in hac parte vobis mandamus, quod
Recordum & processum finis pred. cum omnibus
ea tangen. que in Custodia vestra existunt ut dici-
tur nobis sub sigill. vestro distincte & aperte mittas
& hoc breve Ita quod ea habeamus in Crastino a-
nimarum ubicunque tunc fuerimus in Anglia ut in-
spectis Recordo & Processu pred. ulterius inde
pro errore illo corrigend. fieri faciamus quod de
jure & secundum legem & consuetudinem Regni
nostri Angl. foret faciend. Teste, &c.

*A Writ to the Custos brevium to certifie the
Foot of the Fine.*

Regina, &c. Dilecto suo J. L. Ar. Custodi brevium Nostr. de Banco salutem Quia in Recordo & processu ac etiam in Levatione cujusdam finis in Cur. &c. (ut supra) ad grave damp. R. W. & J. ux. ejus consanguinee & hered. &c. Nos Errorem (si quis fuerit) &c. Vobis mandamus quod transcriptum pedis Finis pred. Cum omnibus ea tangen. que in Custodia vestra existunt ut dicitur nobis sub sigillo vestro distincte & aperte mittas & hoc breve ita quod ea habeamus in Crastino animarum ubicunque tunc fuerimus in *Anglia* ut inspect. transcripto pedis Finis pred. ulterius inde pro errore illo corrigend. fieri faciamus quod de jure & secundum legem & consuetudinem Regni nostri *Anglie* foret faciend. Teste, &c.

The Writ to the Cyrographer.

Dilecto suo T. C. Ar. Cyrographario suo de Banco salutem Quia in Recordo & processu ac etiam in Levatione cujusdam Finis in Curia, &c. Error intervenit manifestus ad grave dampnum R. W. & J. uxoris ejus consanguinee & hered. &c. sicut ex querela sua accepimus nos errorem (si quis fuerit) modo debito corrigi & eisdem *Rich.* & *Jane* plenam & celerem Justitiam fieri volentes in hac parte vobis mandamus quod Recordum & processum nore finis pred. cum omnibus ea tangen. que in Custodia vestra existunt ut dicitur nobis sub sigillo vestro distincte & aperte mittas & hoc breve Ita quod illa habeamus in Crastino animarum ubicunque; &c. Teste, &c.

Super Fine in le Common Bank.

Domina Regina mandavit dilecto & fideli suo E. D. Milit. brev. suum Clausum in hec verba, &c.

The

The Record certified by the Chief Justice.

Recordum & processus finis de quibus in brevi pred. fit mentio sequuntur in hec verba Respons. *E. A.* Militis infra nominat.

Placita apud *Westm.* coram *E. M.* Milite & Sociis suis Justic. dom. Regis de Banco de Terminis *S. Hillarii* Anno, &c. Rot. xxj.

Essex. ff. W. B. & J. ux. ejus dant Dom. Regi xxx. solidos pro licentia concordandi cum *J. L.* de placito convent. de Manerio de, &c. Respons. *E. A.* Mil. infra nominat.

Mandavit etiam eadem Domina Regina dilecto suo *J. L.* Ar. Custodi brev. suorum de Banco brev. suum Clausum in hec verba, &c.

Transcript. pedis Finis pred. una cum omnibus Finem pred. tangen. sequitur in hec verba Respons. *J. L.* Custod. brevium pred.

The Foot of the Fine.

Essex. ff. **P**Recipe *Johann. Law* quod teneat *W. B. & J.* Conventionem, &c. de Manerio de, &c. cum pertin. in, &c. Et nisi, &c.

ET est Concordia talis, scilicet quod pred. *J. L.* Recogn. Manerium tenementa & Reddit. pred. cum pertin. esse jus ipsius *J. V.* ut illi que iidem *J. V. & W.* habent de dono pred. *J. L.* Et illi remiser. & quiet. clam. de se & hered. suis predict. *J. V. & W.* & hered. ipsius *J. V.* imperpetuum Et pro hac recogn. remissione quiet. clam. sine & Concordia iidem *J. V. & W.* concesserunt prefat. *J. L.* Manerium tenementa & Reddit. pred. cum pertin. & ill. ei reddiderunt in eadem Curia habendum & tenendum eidem *J. L.* & hered. suis imperpetuum de Capitalibus dominis feodi illius tenend. Et preterea iidem *J. V. & W.* concesserunt pro se & hered. ipsius *J. V.* quod ipsi Warantizabunt prefat. *J. L.* & hered. suis Maner. tenementa & Reditum pred. cum pertin. contra ipsos & hered. ipsius *J. V.* imperpetuum, &c. *E. M.*

Hec

Hec est finalis Concordia facta in Cur. dom. Regis de Banco apud *Westm.* in Octabis S. *Hilarii* Anno, &c. coram *E. M. H. B. J. H. W. C.* Justic. & aliis Dom. Regis fidelibus tunc ibi presentibus inter *W. B. & J. V.* quer. & *J. L.* deforc. de Manerio, &c. cum pertin. in *L. &c.* Unde placitum Conventio- nis sum. fuit inter eos in eadem Curia Scil. quod predict. *Jo. L.* recogn. Manerium Tenementa & Reddit. predict. cum pertin. esse jus ipsius *J. V.* ut illa que iidem *Johannes & Willielmus*, &c. Et pro hac, &c. Et illa ei reddiderunt in eadem Curia Habend. & tenend. eidem *J. L.* & hered. suis de Capitalibus dominis feodi illius per servicia que ad predictum Manerium & tenementa, &c. perti- nent. imperpetuum Et predicti *J. V. & W.* conces- serunt pro se & heredibus ipsius *Johannis* quod ipsi Warrant predicto *J. L.* & hered. suis predict. Ma- nerium & tenementa cum pertin. contra predictos *J. V. & W.* & hered. ipsius *Johannis* imperpetuum.

The Proclamations.

Essex ff. **S**ECUNDUM formam Statuti prima Procla- facta fuit sexto die *Febr.* Termino Sancti *Hilarii* Anno septimo Regis infra script.

Secunda Proclamatio facta fuit octavo die *Febr.* eodem Termino.

Tertia Proclamatio fact. fuit decimo die *Febr.* e- dem Termino.

Quarta Proclamatio fact. fuit decimo quarto die *Febr.* eodem Termino.

Quinta Proclamatio fact. fuit sexto die *Maii* Ter- mino *Pasche* Anno septimo Regis infra script.

Sexta Proclam. facta fuit nono die *Maii* eodem Termino.

Septima Proclam. facta fuit duodecimo die *Maii* eodem Termino.

Octava Proclam. facta fuit decimo quinto die *Maii* eodem Termino.

Nona Proclam. facta fuit decimo quarto die *Junii* Termino S. *Trin.* An. septimo Regis infrascript.
Decima Proclam. facta fuit decimo sexto die *Junii* eodem Termino.

Undecima Proclam. facta fuit decimo nono die *Junii* eodem Termino.

Duodecima Proclam. facta fuit vicesimo primo die *Junii* eodem Termino.

Decima tertia Proclam. facta fuit vicesimo tertio die *Novembris* Termino S. *Michaelis* Anno primo *Marie* Regine, &c.

Decima quarta Proclam. facta fuit vicesimo tertio die *Novembris* eodem Termino.

Decima quinta Proclam. facta fuit vicesimo quinto die *Novembris* eodem Termino.

Decima sexta Proclam. facta fuit vicesimo octavo die *Novembris* eodem Termino.

*The Return of the Writ to the Cyrographer
and Note of the Fine.*

MAndavit insuper eadem Dom. Regina dilectio sibi *T.C.* Cyrographario suo de Banco breve suum Clausum in hec verba, &c. (breve, *ut supra*) Transcript. Note Finis pred. & brevis de conventionione cum omnibus ea Tangen. sequuntur in hec verba inter *W. B.* & *J. V.* quer. & *J. L.* deforc. de Manerio, &c. unde placitum Conventionis sum. fuit inter eos scilicet quod pred. *J. L.* recogn. pred. Manerium & Tenementa, &c. esse jus &c. (*ut supra*) Et pred. *J. V.* & *W.* concesserunt pro se & hered. ipsius *J.* quod ipsi Warrant. &c. (*ut supra*) contra predict. *J. V.* & *W.* & hered. ipsius *J.* imperpetuum. de Octabis S. *Hill.* Anno Regni, &c.

The Writ of Covenant.

REX,&c. Vic. *E.* salutem Precipe *J. L.* quod iuste & sine dilatione teneat *W. B.* & *J. ux.* eius conv. inter eos factam de Manerio, &c. Et nisi fecerit & pred. *W.* & *J. ux.* fecerint se secur. de clamore suo prosequend. tunc. sum. per bon. sum. predict. *J. Law* quod sit coram Justic. nostris apud *Westm.* in *Ostabis S. Hillarii* ostens. quare non fecerit Et habeas ibi sum. & hoc brev. *T.* &c. pro viginti solid. solut. in Hannapario pleg. de prof. *Johannes Dagn* & *Richardus Fenn* per *H. 6. Edw. 6. Rot. 21. Sol. xx. solid. T. C. T. P.* Miles Vic. *The. Crompton.* Cyrographarius.

Errors Assigned.

Postea scilicet die *Martis* prox. post *Ostabas* Purificationis beate *Marie* isto eodem Termino coram Domina Regina apud *Westm.* Ven. pred. *J. W.* & *Jana* ux. eius per *M. D. Attorn.* sum. Et dicunt quod ante levationem finis predict. scil. (tali die & Anno) quidam *Johannes Vawdy* in fine predicto nominat. fuit seifitus in dominico suo ut de feodo de & in Manerio & tenementis predict. cum pertin. in fine predicto mentionat. quousque *W. B.* & *Johan. V.* in fine predicto nominat. predicto (tali die & Anno) supradict. in tenementa predict. cum pertin. in fine predict. mentionat. intraverunt & ipsum *Johan. Vawdy* inde disseisiverunt & pred. tempore levationis finis pred. ac tempore concessionis & recordationis ejusdem fuerunt seifiti de Manerio & Tenementis predict. cum pertin. in eodem fine mentionat. per disseisinam.

Et ulterius iidem *Richard.* & *Joan.* dicunt quod in Recordo & processu pred. ac etiam in levatione finis pred. manifeste est Erratum.

An Error Assigned that one Proclamation was made after the Term.

PRO eo videlicet quod ubi juxta legem & consuetudinem Reg. Dom. Regine nunc *Anglie* super quendam finem in Curia dict. dom. Regine coram Justic. dict. domine Regine apud *Westm.* levat. & Recordat. essent sexdecim Proclam. infra unum annum tunc prox. sequen. post recordationem finis illius. Et quod quelibet earundem Proclam. fienda & Proclam. essent in dicta Cur. dict. Dom. Regis coram Justic. ipsius Dom. Regis apud *Westm.* in plena & aperta Cur. infra Terminum ibidem diversis & separalibus diebus Judicibus infra Terminos illos in quibus eedem Proclamationes essent facte & habite Et ubi per Recordum predictum apparet quod pred. quarta Proclamatio facta fuit coram Justic. dict. Dom. Regis apud *Westm.* pred. tertio decimo die *Februarii* pred. Termino *S. Hillarii* predicto Termino *S. Hillarii* Annis, &c. in hoc videlicet quod tertius decimus dies *Febr.* ejusdem Terminii *S. Hillarii* non fuit dies Juridicus infra pred. Terminum *S. Hillarii* sed proximus dies post finem Terminii illius. Et pro eo quod eadem Proclam facta fuit sine die manifeste est Erratum.

Another Error that one Proclamation was made upon a Sunday.

ETiam in Recordo & processu predictis Ac etiam in levatione finis predicti Manifeste est Erratum pro eo videlicet quod ubi per Recordum predictum apparet quod Octava Proclam. fact. fuit predict. decimo quinto die *Maii* in dicto Termino *Pasche* Anno, &c. supradicto in hoc videlicet quod idem 15 dies *Maii* Anno septimo supradicto fuit dies Dominicus & non dies Juridicus ejusdem Terminii *Pasche* quo quidem die aliqua Proclam. per legem terre fieri non debet superius constat de Recordo.

Another

Another Error Assigned for that two Proclamations were made in one day.

ET ulterius in Recordo & processu predictis ac etiam in levatione finis pred. manifeste, &c. similis Error pro undecima Proclam. Denique in Recordo & processu predictis ac etiam in levatione finis pred. manifeste est Erratum. Pro eo videlicet quod ubi per recordum predictum apparet quod predictæ 13. & 14 Proclam. fact. fuer. pred. 23. die *Novem.* in predict. Termino S. *Michaelis* Anno, &c. supradicto in hoc videlicet quod eodem 13. & 14 Proclam. fact. fuerunt in Cur. pred. eodem 23. die *Novem.* quo die eodem Proclam. per legem & terre fieri non deberent prout superius scilicet constat de recordo, &c.

The Plaintiff suggests the Cognizor is dead and pray's a Scire facias against his heir.

ET super hoc iidem *Richardus & Jana* dicunt quod pred. *Johannes Law* in fine pred. nominat. mortuus est quodq; *Elizabetha Law* est filia & heres predict. *Johannis Law* cui stat. in feodo simplici de & in Manerio & Tenementis predictis cum pertin. per finem pred. concessus fuit. Quodque eadem *Elizabetha* est modo uxor *Alex. Page* Et pet. brev. domini Regis ad premuniend. predictos *Alex. & Eliz.* essendi coram domino Rege auditur. Record. & processum predict. & ei conceditur, &c. Ideo precept. est Vic. *Essex.* quod per probos, &c. scire fac. pred. *Alex. & Eliz.* quod sint coram domino Rege apud *Westm.* A die *Pasche* in quindecim dies ubicunque, &c. auditur. Recordum & processum pred. si, &c. Et ulterius, &c. Idem dies dat. est prefat. *Richardo & Jane* ibidem, &c. Ad quem diem coram domino Rege apud *Westm.* ven. pred. *Richardus & Jana* per Attorn. suos pred. Et Vic. videlicet *A. B.* modo mand. quod ipse virtute brevis

brevis predict. sibi inde direct. scire fecit
 p̄fat. *Alex. & Elizabeth* essendi coram dict.
 domino Rege apud *Westm.* ad diem & locum
 predict. prout sibi per brev. pred. precept fuit
 per *M.R. & J.D.* probos, &c. qui quidem *Alex. &*
Elizabeth sic premuniti & quarto die placiti so-
 lempnit. exact. per *J.B.* Attorn. suum similiter ven.
 super quo pred. *Richardus & Jana* ut prius dicunt
 quod in Recordo & processu pred. acetiam in le-
 vatione finis predict. manifeste est Errat. allegando
 Errores predict. per ipsos in forma pred. allegat.
 Et pet. quod finis pred. ob errores illos & alios in
 Recordo & processu predict. compertos revocetur
 adnulletur & penitus pro nullo habeatur. Et quod
 ipsi ad omnia que ipsi occasione finis pred. amiser.
 restituantur, &c. *H. 26 Eliz. Rot. 93. in Banco*
Regis.

C A P. XI.

The Charges of a Fine acknowledged either before the Lord Chief Justice at the Bar, or before a Judge of Assize or Commissioners in the Countrey by Dedimus Potestatem.

Sect. I.

The Charges of a Fine acknowledged before the Lord Chief Justice are as follow :

	s.	d.
D rawing the Precipe and Concord	0	3—4
Acknowledging thereof before the Chief Justice	0	11—8
Writ of Covenant	0	3—0
Imposition upon the Writ of Covenant	0	0—6
for the Kings fine — { according to the value of the Land.		
Imposition thereupon accordingly.		
The several Fees at the Alienation Office	0	2—4
Warrant of Attorney, making and filing	0	0—4
Paid at the Inrollment Office	0	2—0
To the Custos Brevium	0	3—8
To the Kings Silver-Office in Term time	0	0—10
If out of the Term 4d. more, if taken before the Chief Justice; but if by Dedimus you pay	0	1—8
To the Chirographer in Term time and 6 d. more after.	0	5—8
for the Indentures to the Chirogra- phers Clerks for the first warrant	0	3—6
for every Warrant afterwards	0	0—6
Attorneys Fee	0	6—8

¶

Sect.

Sect. II.

The Charges of a Fine acknowledged at the Bar.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
To a Sergeant at Bar —————	0	3	4
To the second Prothonotary, or his Clerk in Court, for Recording the Fine —————	0	1	4
Fees paid in Court to the Wor, and Officers —————	0	0	6

In all things else the Fees are the same of a Fine acknowledged at Bar, as if it had been taken before the Lord Chief Justice.

Sect. III.

The Charges of a Fine acknowledged before Commissioners in the Country by special Dedimus potestatem.

To the Curstoz for the Dedimus with Imposition —————	1	4	8
To a Judge for his (hand or) Allocatur, in case a Knight be not present at the Caption —————	0	4	0
But when a Knight is present you need not a Judges hand.			

The rest of the Fees are the same in this Case, as when acknowledged before the Lord Chief Justice.

Sect.

Sect. IV.

*The Charges of a Fine taken before a Judge of
Assize.*

In this case the Charges are the same, as when acknowledged before the Lord Chief Justice, the Fee for the Caption being also	} 0 — 11 — 8
Only you pay to the Curstoz for a Dedimus potestatem —————	
	} 0 — 9 — 6

The rest of the Fees are as Sect. the first.

F 2

ARCA-

A

C

N

ARCANA CLERICALIA:

O R

A Treatise

O F

Common Recoveries

U P O N

WRITS of ENTRY

I N

the Post;

W I T H

Notes and Observations thereupon,

A N D

A TABLE of Fees.

Printed Anno Dom. 1673.



Arcana Clericalia :

O R

A Treatise

O F

Common Recoveries

U P O N

Writs of Entry

In le Post.

A Common Recovery defined.

A Common Recovery is onely fictio Juris, or a Conveyance by consent used for the better assuring of Lands and Tenements upon any man, wherein the Recovery in value, the supposed Recompence for him which loseth his land, is but a fiction in Law. And this Recovery

Recovery by assent is now by custome become a Common Assurance and Conveyance, upon which Wiles may be limitted and raised. Coke 1 part. Sir William Pelhams Case 14. But there is a great difference between a Recovery by assent, and a Recovery without assent of the Parties. Vide 14. El. Cap. 8.

The former definition explained.

If any person have a desire to render himself capable of disposing of Lands or Tenements which are intayled upon him, and would be enabled to sell, give, or bequeath them as he pleaseth, the course is to procure some friend to bring a Writ against him for this Land; or in case where he doth sell the Land, perhaps he that buyeth it, or is to have it settled upon him, shall bring the Writ against him that is to make the Assurance of the Land, if it be with a Single Voucher. And in this case the Demandant (being Plaintiff in this Action) doth suppose that the Tenant (or he against whom the Writ is brought) hath no right to the Land, but that he onely (viz. the Demandant) hath right thereunto, and that the Tenant came to the Land wrongfully by means of one Hugh Hunt a Stranger therein named. And to this Writ the Tenant doth appear either by Attorney or in person, and then doth enter into defence of the Land: but in Pleading doth vouch to warrant such a man, from whom, or his Ancestors, the Lands in question are supposed to come to him or his Ancestors, the Ancestor of which third person obliging himself and his heirs by Conveyance, to warrant and make good the Title to him or them to whom it was Conveyed: and thereupon he prayeth that this Voucher (or third person) may be called into Court to defend this Title, whereupon being called he doth appear, and seem to defend the Title, denying that the Tenant came to the land wrongfully by means of the aforesaid Hugh Hunt, upon which he takes
Issue,

Issue, or put himself upon the Country, wherupon the Demandant prayeth a further day to imparle or confer about the matter, which being granted unto him by the Court, at the day appointed the Vouchee, or third person aforesaid, by Agreement and consent of the Parties comes no more into Court, but makes default, whereby judgment is given and awarded by the Court to the Demandant that he shall recover against the Tenant the Lands in question, and that the Tenant shall recover over so much Land of the third person as is sufficient to recompence him for the Land recovered from him, which the said third person, or Common Vouchee, ought to have warranted and defended but suffered to be lost. And this is a Recovery in value or pro Rata. But if the Recovery be with a double Voucher, or treble Voucher, then the third person upon his appearance is to call or vouch to warrant a fourth person (who must be the Common Vouchee) and to alleadge in the same manner as the Tenant doth, and pray that such fourth person may come in, who thereupon must appear, and make default in such manner as before is mentioned of the third person in the Recovery with single Voucher. And so if there be more Vouchers. And then there must be several Recoveries over in value against every one of them. But he that is last vouched or called to warranty is alwaies Common Vouchee, who is usually Bag-bearer to the Custos Brevium of the Court of Common Pleas, and hath not any Land to render in value upon the supposed warranty. And by this means grounded upon the strict Principles of Law the first Tenant doth willingly let go the land for the assurance of the Purchasor, and yet in truth hath no recompence over because the Vouchee hath no Land to render in value.

Of what a Writ of Entry may be had, and by what Names.

A Precipe quod Reddat lyeth de Castro, Manerio, Mesuagio, Toftro, Molendino, Columbari, Gardino, de Terra, Prato, Pastura, de Bosco, de Jampnis & Bruera, de Mora, de Juncariis, de Marisco falso & frisco, de libera Piscaria in Aqua de E. de redditu, de communia Pasture pro omnibus averiis, de communia Estoveriorum, de Pannagio pro Porcis, de Visu Francii Plegii, de Rectoria de L. cum pertin. de quibusdam portionibus decimarum provenien. crescen. seu renovan. in K. de Advocatione Ecclesie de W. de Advocatione Vicarie Ecclesie de S.

It lyeth also, de Terra Aqua cooperta, de passagio ultra Aquam, de Balliva, de Officio, de quarta parte decimarum, de omnibus & omnimodis decimis, Majoribus, mixtis & minutis infra Villam sive Hamlett. de B. infra Parochiam de A. quoquomodo crescen. contingen. ac annuatim renovan. &c. de Tofto & siru Molendini, de Hundredo de C. & de Ballivato de B. de Pastura ad sex Boves, de roda Terre, de medietate unius rode Terre, de Shepa, de Wharfa, de Keia.

Of what things a Writ of Entry lyeth not.

It is said in the *Practical Counsellor*, fo. 196. that a writ of Entry may not be de Piscaria, Estoveriis, de Gardino; and in the *Compleat Sollicitor* printed this present year 1672, fo. 62. that a Precipe quod Reddat, lyeth not de Piscaria de Estoveriis, nec de communia Pasture, nor of a Garden. And so it is said in the *Attorneys Guide*, fo. 129. All which you will find to be othertwise by the *Precedents of Recoveries* in this Treatise. And certainly it is a very great mistake for any person that treats publicly of Recoveries, to say that a writ of Entry lyeth not of a Garden, the opinion being so directly contrar?

contrary to the Rule of the Register, by which it evidently appears that the word Gardinum is always used in real Actions, as Writs of Entry in le per cui & post de placito Terre, either for a Garden, or Orchard, as you will find by the ensuing Precedent.

Et predictus M. per A. L. Attorn. suum ven. & petit indicium de brevi predicto, Qua dicit quod breve illud viciosum est in se & non impetrat. versus eundem M. secundum cursum Registri seu secundum formam & naturam brevis domine Regine de ingressu super disseisinam in le per seu aliquis al. brevis domine Regine de placito Terre, quia in eodem brevi apparet quod predictus J. (inter alia) petit versus ipsum M. unum Pomarium modo & forma sequen. videlicet Precipe M. 7. Ar. quod iuste, &c. reddat J. D. unum Mesuagium, unum Gardinum, unum Pomarium, &c. cum pertin. (inter alia) in G, &c. ubi secundum cursum & formam Registri hoc verbum Pomarium in aliquo brevi de placito Terre secundum naturam ejusdem brevis nunquam ponitur, quia hoc verbum Gardinum secundum cursum & formam Registri semper comprehendit in se Pomarium, unde ex quo, &c. *New Book of Entries, intituled Formule bene placitandi, Title Abatement.*

A Writ of Entry therefore cannot be brought de Pomario for the Reasons above: nec de Fossato, Stagno, nec de Advocatione, decimarum unius Curucat. Terre, nec de Homagio & fidelitat. nec de serviciis faciendis. nec de bovat. Marisci, nec de Selione terre for the incertainty, because a Selion, which is a land, containeth sometimes an acre, sometime half an acre, sometimes more, and sometimes less; it cannot be had of a Croft, nor of a pard land virgata Terre, nec de Fodina, de Minera, nec de Mercatu, for they lye not in demesne but gain, nec de superiori camera, 3 H. 6. fo. 1.

A Writ of Entry ought not to contain the same thing twice, as a Mesuage and an House parcel of the same Mesuage. 3 Ed. 4. fo. 28. 46 Ed. 3. fo. 26. nor

not to name a Town, and a Hamlet within the same Town, 22 Ed. 3. fo. 11. 41 Ed. 3. fo. 22. but the Practice is otherwise at this day.

Of Common Recoveries upon Writs of Entry in le Post. Their Forms, &c.

A Precipe to be entered upon the Remembrance. Single Voucher.

P Recipe Roberto Bellingham generoso & Cornelio Bellingham generoso quod iuste, &c. reddant Alexandro Houghton generoso, decem Mesuagia, decem Tosta, unum Columbare, decem Gardina, Centum acras Terre, quadraginta acras Prati, & septuaginta acras Pasture cum pertin. in A. C. L. N. & B. que clam, &c.

Write thus in the Margin. ff. Tenentes in propriis personis voc. ad War.
Edmundum Clint.

The like. Double Voucher.

P Recipe Jacobo Hart generoso, quod iuste, &c. reddat Isaaco Burdet generoso, unum Mesuagium, tres acras Terre, tres acras Prati, & viginti acras Pasture cum pertin. in Deptford, alias Detford, alias West Greenwich, que clam, &c.

ff. Tenens in propria persona vocat ad War.
Humfridum Mumford generosum qui presens vocat Edmundum Clint.
Ad Barram.

ff. North't. ff. **P**REcipe *Obadie Kentifo* Juniori generoso & *Nichaseli Aldridge* generoso *The like.*
 quod iuste, &c. reddant *Josepha Allen* Armigero *Treble*
 Manerio de *S. K. E. & D.* cum pertin. ac quadra- *Voucher.*
 ginta Mesuagia, viginti & quatuor Tofta, sexde- *Whereby*
 cim Molendina, viginti Columbaria, quadraginta *you may*
 Gardina, duas Mille acras Terre, tres Mille acras *under-*
 Prati, quatuor Mille acras Pasture, tres Mille acras *stand how*
 Bosci, decem Mille acras Jampnorum & Bruere, *to place*
 quinque Mille acras More, duas Mille acras Marisci *the parcels*
 falsi, Mille acras Marisci frisci, & quatuor librat. *according*
 reddit. ac reddit duarum librarum & dimid. u- *to the Me-*
 nius libre Piperis & unius grani Piperis cum per- *thod used*
 tinentiis in *R. L. G. S. G. J. H. & E.* Necnon Advo- *in the Re-*
 cationem Ecclesie de *K.* que clam. &c. *gister.*

ff. Tenentes in propriis personis vocant
 ad War. *Johannem Grantham* Sen. gener-
 osum qui presens in propria persona
 vocat. ad War. *Galfridum Weston* gener-
 osum qui similiter presens in propria
 persona vocat. *Edmundum Clent.*

agium,	am,	endium,	ombare,	dinum,	2.	Nota.
ff. Mes.	Toft.	Mol.	Col.	Gar.	Terr.	If you
com,	tura,	cas,	ra,			place your
Pra.	Pas.	Bos.	Brue.	Mora.		parcels in
						Precipes
ria,	cas,	tam,	cas,	ditus,		according
Junca.	Marif.	Alne.	Pis.	Red.	Sectare	to these
priora.						Verses you
						will never
						erre.

ff. **C**AROLUS Dei gratia Anglie, Scotie, Francie & *The Exem-*
 Hibernie Rex, fidei defensor, &c. Omnibus *plication*
 ad quos presentes littere nostre pervenerint salu- *of a Reco-*
 tem. Sciatis quod inter Placita terre irrotulata *very with*
 apud *Westm.* coram *Thoma Richardson* Milite & So- *doubt*
 ciis suis Justic. nostris de Banco de Terminis *Voucher,*
 where the

Parties appear in person at Bar.

Micha-

Michaelis Anno Regni nostri tertio Rotulo vicefimo continetur Sic Hrtf. ff. C. R. gen. & 7. R. gen. in propriis personis suis petunt versus G. C. gen. unum Mesuagium, &c. And so set forth the whole Recovery verbatim according to the Precedent next following of a Recovery with single Voucher unto the end of these words. Prout per breve illud sibi preceptum fuit, &c. And then conclude it thus: Que omnia & singula ad requisitionem predicta. A tenore presentium duximus exemplificand. In cuius rei Testimonium Sigillum nostrum ad Brevia in Banco predicto sigilland. Deputat. presentibus apponi fecimus Teste Thoma Richardson apud Westm. vicesimo octavo die Novembris Anno Regni nostri tertio.

Nota.

You must Teste your Exemplification after the return of the Writ of Seisin; But if there be not fifteen daies between the return of the Writ of Entry of the Writ of Summons, and the End of the Term, Then must the Writ of Seisin be returnable *Indilate*; And the Exemplification must bear Teste the last day of the Term, in which the Writ of Entry of Summons came in.

Observanda.

In every Recovery four things are principally to be regarded, viz.

1 First, The Demandant who is Plaintiff in the Writ of Entry, and may be called the Recoverer.

2 Secondly, The Tenant of the Land who is Defendant to the Writ of Entry, and in regard the Land is recovered against him, he may not improperly be termed the Recoverer.

3 Thirdly, The Voucher being that person who is vouched by the Tenant, or he whom the Tenant calleth to warranty for the Lands demanded in the Count.

4 Lastly, The Land it self which is to be recovered, being the subject matter of a Recovery, which you must be very careful and exact to place Regularly according to the course used by the Curstors, and the directions above given.

In

In a Recovery with double Voucher, you must either by a fine sur Cognizance de droit come ceo, &c. or by a Writ of Feoffment, or Bargain and Sale inrolled, or Lease and Release make him (you intend to be) Tenant at the time of the Writ of Entry brought: For every Writ of Entry must alwaies be brought against him that must be a perfect Tenant of the Freehold of the Land demanded at the return of the Writ: Because the Estate of the Tenant in Capl (which is the Voucher) is barred in respect of the Assets onely which are or may be recovered in value, and of Execution sued by the Tenant against him.

If Tenant to a Recovery have but an Estate for life, or be Tenant in Dowry or by the Courtessie of England, it is requisite for the strengthening of his Recovery that he make a Conditional * Surrender of his Estate to him in the Reversion or Remainder, to the end he may be a present Tenant of the Inheritance, and then to bring the Writ of Entry against him, and after that the Recovery is executed, the particular Tenant for breach of the Condition may enter and enjoy his term notwithstanding such Surrender. **The form of which Surrender see at the end of this Treatise.*

Hertf. ss. C. R. generosus & J. R. generosus in A Reco-
propriis personis suis petunt versus very with
G. generosum unum Mesuagium, unum Toftum, single Vou-
unum Molendinum, unum Gardinum, triginta cher.
acras Terre, viginti acras Prati, quadraginta acras
Pasture, & Centum acras Bosci cum pertin. in H. ut
jus & hereditatem suam, & in que idem Galfridus
non habet ingressum nisi post disseisin. quam
Hugo Hunt inde injuste & sine judicio fecit defatis
Carolo & Johanni infra triginta Annos, &c. Et
unde dicunt quod ipsimet fuerunt seisi de re-
mentis predictis cum pertin. in dominico suo va-
de feodo & jure tempore pacis tempore domini
Regis nunc capiend. inde explef. ad valentiam, &c.
Et in que, &c. Et inde producant sextam, &c.

Et predictus Galfrid. in propria persona sua venit
defendit jus suum quando, &c. Et vocat inde ad
waranti-

warantizand. *Edmundum* *Cleat* qui p[re]sens est hic in Curia in propria persona sua, Et gratis tene-
menta predicta cum pertin. ei War.&c. Et super
hoc predicti *Carolus* & *Johannes* petunt versus ip-
sum *Edmundum* tenentem per warant. suam tene-
menta predicta cum pertin. in forma predicta, &c.
Et unde dicunt quod ipsimet fuerunt seisciti in do-
minico suo ut de feodo & jure tempore p[re]s[en]tis tem-
pore domini Regis nunc capiend. inde explecias
ad valentiam, &c. Et in que, &c. Et inde produ-
cunt sectam, &c.

Et predictus *Edmundus* tenens per Warantiam
suam defendit jus suum quando, &c. Et dicit quod
predictus *Hugo* non disseisivit prefatum *Carolus* &
Johannem de tenementis predictis cum pertin. pro-
ut iidem *Carolus* & *Johannes* per breve & narra-
tionem sua predicta superius supponunt, Et de
hoc ponunt se super Patriam, &c. Et predicti *Ca-
rolus* & *Johannes* petunt licentiam inde interlo-
quendi, Et habent, &c. Et postea iidem *Carolus* &
Johannes reven. hic in Curia isto eodem Terminio
in propriis personis suis Et predictus *Edmundus*
licet solempniter exactus non reven. set in con-
temptum Curie recessit, & defaultum fecit, Ideo
consideratum est quod predicti *Carolus* & *Johannes*
recuperent seisinam suam versus prefatum G. de
tenementis predictis cum pertinentiis, Et quod
idem G. habeat de terra predicti *Edmundi* ad va-
lentiam, &c. Et idem *Edmundus* in misericordia, &c.
Et super hoc iidem *Carolus* & *Johannes* petunt bre-
ve domini regis Vic. Com. predicti dirigend. de
habere sciend. eis plenariam seisinam de Tene-
mentis predictis cum pertin. Et eis conceditur re-
tor[n]ibile hic a die Sancti Michaelis in unum Men-
se, &c. Ad quem diem hic ven. predicti C. & J. in
propriis personis suis, Et Vic. videlicet G. H. Bar-
modo mand. quod ipse virtute brevis predicti sibi
direct. 26. die Nov. Ult. preterit. habere sec. prefat.
C. & J. plenar. seisinam de tenementis predictis
cum pertin. prout per breve illud sibi preceptum
fuit, &c.

Obser-

Observanda.

Although this is called a Recovery with Single Voucher, yet you will find two Recoveries included therein, The first by the Demandant against the Tenant which in the form next above is thus, Ideo consideratum est quod predicti Carolus & Johannes (which are the Demandants) recuperent seisinam suam versus prefatum Galfridum (the Tenant) de tenementis predictis cum pertin. And the second Recovery is by the Tenant against the Common Voucher, in these words in the precedent next above, Et quod idem Galfridus habeat de terra predicti Edmundi (the Common Voucher) ad valentiam, &c.

The intent of a Common Recovery with Single Voucher is to bar the Tenant and his Heirs of such only Estate-tail which then is in him, to destroy the Estates which others have of any Reversion expectant, or Remainder dependant upon the same, and of all Leases and Incumbrances derived out of such Reversions or Remainders.

ff. Ranc. 11. Isaacus Burdet generosus in propria persona sua petit versus Jacobum Hart ry with generosum, unum Mesuagium, tres acras Terre, tres acras Prati, & viginti acras Pasture cum pertinentiis in Deptford alias Delford, alias West Greenwich ut jus & hereditatem suam Et in que idem Jacobus non habet ingressum nisi post disseisinam quam Hugo Hunt inde injuste & sine Judicio fecit prefato Isaaco infra triginta Annos, &c. Et unde dicit quod ipsemet fuit seiscitus de tenementis predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc capiend. inde exple. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predict. Jacobus tenens per War. suam defendit jus suum quando, &c. Et vocat inde ad war. Humfridum Mumford qui presens est hic in Curia in propria persona sua, Et gratis tenementa predicta

G cum

cum pertin. ei war.&c. Et super hoc predictus *Isaacus* petit versus ipsum *Humfridum* Tenen. per war. suam tenementa predicta cum pertinentiis in forma predicta, &c. Et unde dicit quod ipsemet fuit seifitus de tenementis predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc capiendo inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predictus *Humfridus* tenens per warantiam suam defendit jus suum quando, &c. Et ulterius vocat inde ad warantizand. *Edmundum* Cient qui similiter presens est hic in Curia in propr. persona sua & gratis tenementa predicta cum pertin. ei war. &c. Et super hoc predictus *Isiacus* petit versus ipsum *Edmundum* tenentem per warantiam suam tenementa predicta cum pertinentiis in forma predicta, &c. Et unde dicit quod ipsemet fuit seifitus de tenementis predictis cum pertinentiis in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc capiendo inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predictus *Edmundus* tenens per warantiam suam defendit jus suum quando, &c. Et dicit quod predictus *Hugo* non disseifivit prefatum *Isaacum* de tenementis predictis cum pertinentiis prout idem *Isaacus* per breve & narrationem sua predicta superius supponit Et de hoc ponit se super patriam, &c. Et predictus *Isaacus* petit licentiam inde interloquendi Et habet, &c.

Et postea idem *Isaacus* revenit hic in Curia isto eodem Termino in propria persona sua, Et predict. *Edmundus* licet solempniter exactus non revenit set in contemptum Curie recessit, & defaultum facit. Ideo consideratum est quod predictus *Isaacus* recuperet seifinam suam versus prefatum *Jacobum* de tenementis predictis cum pertinentiis, Et quod idem *Jacobus* habeat de terra predicti *Humfridi* ad valentiam, &c. Et quod idem *Humfridus* ulterius habeat de terra predicti *Edmundi* ad valentiam, &c. Et idem *Edm.* in misericordia, &c. Et super hoc predictus

dictus *Isaacs* petit breve domini Regis Vic. Com. pred. dirigend. de habere faciend. ei plenariam seisinam de tenementis predictis cum pertinentiis, & ei conceditur retornabile hic à die Sancti Martini in quindecim dies, &c. Ad quem diem hic venit predictus *Isaacs* in propria persona sua Et vicecomes videlicet *A. S. Armiger* modo mandat quod ipse virtute brevis illius sibi directi vicesimo quarto die *Novembris* ultimo preterito habere fecit prefato *Isaaco* plenariam seisinam de tenementis predictis cum pertinentiis prout per breve illud sibi preceptum fuit, &c.

Observando.

In a double Voucher, three Recoveries are mentioned, that is to say, one where the Demandant hath judgment to recover the land against the Tenant, another where the Tenant hath likewise judgment to recover in value against the Voucher, and lastly, where the first Voucher hath also the like judgment to recover in value against the (second or common) Voucher.

Now the intent and scope of a Common Recovery with double Voucher is to bar the first Voucher and his Heirs of every such Estate as at any time was in the same Voucher, or any of his Ancestors whose Heir he is of such Estate, and all other persons of such right to a Reversion or Remainder as was thereupon at any time expectant or dependant, and of all Leases, Charges, and Incumbrances derived out of any such Reversion, or Remainder, and that will be also a perpetual bar of such Estate, whereof the Tenant was then seized in Reversion or Remainder, expectant or dependant upon the same.

ff. Essex. ff. Josephus Allen Armiger in propria persona sua petit versus *Obadium Kentish* Juniores generosum & *Michaelem Aldridge* generosum Maneria de *S. K. E. & D.* cum pertinentiis ac quadraginta Mesuagia viginti & quatuor Tofta

A Recovery with treble Voucher.

sexdecim Molendina, viginti Collumbaria, quadraginta Gardina, duas Mille acras Terre, tres Mille acras Prati, quatuor Mille acras Pasture, tres Mille acras Bosci, decem Mille acras Jampnorum & Bruere, quinque Mille acras More, duas Mille acras Marisci salis, Mille acras Marisci frisci, & quatuor librat. reddit. ac reddit. duarum librarum & dimidii unius libre Piperis, & unius grani Piperis cum pertinentiis in R. L. T. S. G. J. H. & E. Necnon Advocationem Ecclesie parochialis de K. ut jus & hereditatem suam Et in que iidem Obadias & Michael non habent ingressum nisi post disseisinam quam Hugo Hunt inde injuste & sine iudicio fecit prefato Josepho infra triginta annos, &c. Et unde dicit quod ipsemet fuit seisorus de Maneriis tenementis & reddit. predict. cum pertinentiis in dominico suo ut de feodo & jure Ac de Advocatione predicta ut de feodo & jure tempore pacis tempore domini Regis nunc capiendo inde explecias ad valentiam, &c. Et in que, &c. Et inde producit sextam, &c.

Et predicti Obadias & Michael in propriis personis suis venerunt & defend. jus suum quando, &c. Et vocant inde ad warrantizand. Johannem Grantham Seniore generosum qui presens est hic in Curia in propria persona sua, Et gratis Maneria tenementa & reddit. predict. cum pertin. ac Advocationem predictam ei war. &c. Et super hoc predictus Josephus petit versus ipsum Johannem tenentem per war. suam Maneria tenementa & reddit. predict. cum pertin. ac Advocationem predictam in forma predicta, &c. Et unde dicit quod ipsemet fuit seisorus de Maneriis tenementis & Reddit. predictis cum pertin. in dominico suo ut de feodo & jure. Ac de Advocatione predicta ut de feodo & jure tempore pacis tempore domini Regis nunc capiendo inde explecias ad valentiam, &c. Et in que, &c. Et inde producit sextam, &c.

Et predictus Johannes tenens per war. suam defendit jus suum quando, &c. Et ulterius vocat inde ad war. Galfridum Weston generosum qui presens est hic in Curia in propria persona sua, Et gratis Maneria

Maneria Tenementa & reddit. predict. cum pertin. ac Advocationem predictam ei war. &c. Et super hoc predictus *Josephus* petit versus ipsum *Galfridum* tenentem per war. suam Maneria tenementa & reddit. predict. cum pertinentiis ac Advocationem predictam in forma predicta, &c. Et unde dicit quod ipsemet fuit seistus de Maneriis tenementis & reddit. predictis cum pertinentiis in dominico suo ut de feodo & jure ac de Advocatione predicta ut de feodo & jure tempore pacis tempore domini Regis nunc capiendo inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predictus *Galfridus* tenens per war. suam defendit jus suum quando, &c. Et ulterius vocat inde ad war. *Edmundum Clent* qui similiter presens est hic in Curia in propria persona sua, Et gratis Maneria tenementa & reddit. predicta cum pertin. ac Advocationem predictam ei war. &c. Et super hoc predictus *Josephus* petit versus ipsum *Edmundum* tenentem per war. suam Maneria tenementa & reddit. predicta cum pertin. ac Advocationem predictam in forma predicta, &c. Et unde dicit quod ipsemet fuit seistus de Maneriis tenementis & reddit. predictis cum pertinentiis in dominico suo ut de feodo & jure ac de Advocatione predicta ut de feodo & jure tempore pacis tempore domini Regis nunc capiendo inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predictus *Edmundus* tenens per war. suam defendit jus suum quando, &c. Et dicit quod predictus *Hugo* non disseisivit pefat. *Josephum* de tenementis predictis cum pertinentiis prout idem *Josephus* per breve & narrationem sua predicta superius supponit Et de hoc ponit se super Patriam, &c.

Et predictus *Josephus* petit Licentiam inde interloquendi Et haber, &c. Et postea idem *Josephus* revenit hic in Curia isto eodem Termino in propria persona sua, Et predictus *Edmundus* licet sollempniter exactus non revenit set in contemptum Curie recessit & defaltum facit, Ideo considera-

tum est quod predictus *Josephus* recuperet seisinam suam versus prefatos *Obadium & Michaellem* de Maneriis tenementis & reddit. predictis cum pertin. ac de Advocatione predicta, Et quod iidem *Obadias & Michael* habeant de terra predicti *Johannis* ad valentiam, &c. Et quod idem *Johannes* ulterius habeat de terra predicti *Galfridi* ad valentiam, &c. Et quod idem *Galfridus* ulterius habeat de terra predicti *Edmundi* ad valentiam, &c. Et idem *Edmundus* in misericordia, &c. Et super hoc predictus *Josephus* petit breve domini Regis Vicecomitis Comitatus predicti dirigend. de habere faciend. ei plenariam seisinam de Maneriis tenementis & reddit. predict. cum pertin. Et ei conceditur * retornabile hic indilare, &c. Postea scilicet duodecimo die *Februarii* isto eodem Terminò ven. hic in Curia predictus *Josephus* in propria persona sua Et Vic. videlicet *Andreas Esteman* Miles Balnei modo mand. quod ipse virtute brevis illius sibi directi nono die *Februarii* ult. preterito habere fecit prefato *Josepho* plenariam seisinam de tenementis predictis cum pertinentiis prout per breve illud sibi preceptum fuit, &c.

Nota.

* *Seisin awarded retornable indilare. The Demandant comes into Court the last day of the Term, and the Sheriff returns that Seisin was delivered three daies before.*

The Writ of Seisin must be retornable at the least fifteen daies after the return of the Writ of Entry, but if the Writ of Entry be retornable towards the latter end of the Term, so that there be not fifteen daies between the return of the Writ of Entry and the end of the Term, then the Writ of Seisin must be retornable (Indilare) as in the Entry next before, And the Writ of Seisin must alwaies bear Teste of the returne of the Writ of Entry. And so it is also if the Recovery come in by Summons, the Writ of Seisin must have the like proceedings after the Writ of Summons.

Observanda.

Observanda.

In a Recovery with treble Voucher are included *What a Recovery with treble Voucher is.*
 four Recoveries: The first, by the Demandant against the Tenant; The second, by the Tenant against the first Vouchee; The third, by the first Vouchee against the second Vouchee; And the fourth, by the second Vouchee against the Common Vouchee.

The scope of a Common Recovery with treble Voucher is to make a perpetual Bar of the Estates of the Tenant, and of every such Estate of Inheritance as at any time had been in the first or second Vouchee, or any of them, or either of their Ancestors, whose Heirs he or they are, of such Estate, and as well of every Reversion thereupon dependant; as also of all Leases, Estates, Charges, and Incumbrances derived out of any such Reversion or remainder. *The scope and intent of a Recovery with treble Voucher.*

A Writ of Summons to Warranty.
 J. Carolus secundus, &c. Rex Vicecomiti S. salutem Sum. per bonos Sum. W. L. quod sit coram Justic. nostris apud Westm. à die Sancti Michaelis in tres Septimanas ad war. E. G. tria Mesuagia cum pertin. in Villa S. que J. J. in Curia nostra coram Justic. nostris apud Westm. clam. ut jus suum versus prefat. E. per breve nostrum de Ingressu super disseisinam in le Post, Et unde idem E. in eadem Curia nostra voc. predictum W. sum. in Com. tuo ad War. versus eum, Et habeas ibi sum. & hoc breve Teste Jehanne Vaughan apud Westm. decimo die Junii Anno regni nostri vicesimo tertio.

Observanda.

The Writ of Summons must be retournable five Retorns, inclusive, after the retorn of the Writ of Entry (as for Example) If the Writ of Entry be retournable Quindena Pasche, then the Writ of *17 Ca. 1. cap. 6. before which*
 Statute there ought to have been nine Retorns between the Teste and return of every Writ.

Summons must be returnable Cras. Ascensionis, being the fifth return inclusive from Quindena Pasche. And you are to observe that Crastin. Ascensionis domini, was no return which could be used as to Recoveries, or any other real Action, until by the said Statute (17 Ca. 1. 6.) it was made a good and perfect Return.

How the Writ of Summons must bear Teste.

How the Writ of Seisin must be returnable and bear Teste.

** How to return the Writ of Seisin.*

Notanda. Upon a Recovery with single Voucher. † Upon a Recovery with double Voucher.

Entry of a Writ of Summons to Warranty.

So if the Writ of Entry be returnable Crastino Martini, the Writ of Summons must bear Teste from that return of Crastino Martini, and be returnable five Returns after Inclusive (that is to say) accounting Crastino Martini for one of the five Returns, and Quinden. Hillarii, which is the fifth Return after Crastin. Martini for another; And the Teste of the Writ of Seisin must be the Teste day of that fifth Return, and be returnable Indilate, because there are not fifteen daies within Hillary Term after. Then the Writ of * Seisin may be returned, that Seisin was delivered by virtue thereof to the Demandant by the Sheriff of the County where the Lands lye, upon any day not being Sunday, between the Teste and the end of the Term, from which day and the end of the Term by possibility the Sheriff might come from the land to Westminster before the rising of the Court.

If a Recovery be with single Voucher the Precept must be brought against the Tenant in Capl, in possession, and he to Vouch the Common Voucher. If with † double Voucher, a Writ of Covenant must be brought against the Tenant, and a Writ of Entry against the Cognizee of the Fine who must Vouch the Tenant in Capl, then the Writ of Covenant must be Teste and returnable before the Writ of Entry; and this is called a double Voucher.

Entry of a Writ of Summons to Warranty. **§. 7.** in propria persona sua petit versus E. & Armigerum, tria Mesuagia, tria Gardina, quadraginta acras Terre, quinquaginta acras Prati, sexaginta acras Pasture, quadraginta acras Bosci, & Centum acras Jampnorum & Bruere, cum pertinent. in R. ut jus & hereditatem suam, Et in que idem E. non habet ingressum nisi post disseisinam quam

quam *Hugo Hunt* inde injuste & sine judicio fecit prefato *J.* infra triginta Annos, &c. Et unde dicit quod ipsemet fuit seifitus de tenementis predictis cum pertinentiis in dominico suo ut de feodo & jure, tempore pacis, tempore domini Regis nunc capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predictus *E.* per *C. D.* Attornatum suum venit & defendit jus suum quando, &c. Et vocat inde ad warantizandum *W. L.* sum. in Comitatu predicto habeat eum hic a die Sancti Michaelis in tres septimanas per Auxiliu Curie, &c. idem dies datus est partibus predictis hic, &c.

Sutop. II. **7.** *J.* in propria persona sua Pet. versus *E. G.* Armigerum, tria Mesuagia, tria Gardina, &c. cum pertin. in R. ut jus & hereditatem suam, Et in que idem *Edwardus* non habet ingressum nisi post disseisinam quam *Hugo Hunt* inde injuste & sine judicio fecit prefato *Johanni* infra triginta Annos, &c. Et predictus *Edwardus* per *C. B.* Attorn. suum venit, Et alias vocat inde ad War. *W. L.* qui modo per sum. ei in Comitatu predicto factam per *C. G.* Attorn. suum similiter venit. Et gratis Tenementa predicta cum pertin. ei War. &c. Et super hoc predictus *Johannes* pet. versus ipsum *W.* tenen. per War. suam tenementa predicta cum pertin. in forma predicta, &c. Et unde dic. quod ipsemet fuit seifitus de tenementis predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Entry of a Recovery with double Voucher by Summons.

Et predictus *Willielmus* Tenens per War. suam ven. & defend. jus suum quando, &c. Et ulterius voc. inde ad War. *E. H.* qui similiter presens est hic in Curia in propria persona sua, Et gratis tenementa predicta cum pertin. ei War. &c. Et super hoc predict. *Johannes* petit versus ipsum *Edwardum* Tenen. per War. suam tenementa predicta cum pertin. in forma predicta, &c. Et unde dicit quod ipsemet fuit seifitus de Tenementis predictis cum

cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predictus *Edwardus H.* Tenens per War. suam defend. jus suum quando, &c. Et dic. quod predictus *Hugo* non disseisivit prefatum *Johannem* de tenementis predictis cum pertin. prout idem *Johannes* per breve & narrationem sua predicta superius supponit, Et de hoc pon. se super patriam, &c.

Et predictus *Johannes* petit licentiam inde interloquendi, Et habet, &c. Et postea idem *Johannes* revenit hic in Cur. isto eodem Termino in propria persona sua, Et predictus *Edwardus* licet solempniter exact. non reven. Set in contempt Cur. recessit Et default. fac. Ideo consideratum est quod predict. *Johannes* recuperet seisinam suam versus prefatum *E. G.* de Tenementis predictis cum pertin. Et quod idem *E. G.* habeat de terra predicti *Willielmi* ad valentiam, &c. Et quod idem *Willielmus* ulterius habeat de terra predicti *E. H.* ad valentiam, &c. Et idem *E. H.* in misericordia, &c. Et super hoc predictus *Johannes* petit breve domini Regis Vic. Com. predicti dirigend. de habere faciend. ei plenariam seisinam de Tenementis predictis cum pertin. Et ei conceditur retornabile hic à die Sancti Michaelis in unum Mensem, &c. Ad quem diem hic ven. predictus *Johannes* in propria persona sua Et Vic. viz. *J. T. Armiger* modo Mand. quod ipse virtute brevis illius sibi directi vicesimo quarta die Octobris ult. preterito habere fecit prefato *Johanni* plenariam seisinam de Tenementis predictis cum pertin. prout per breve illud sibi preceptum fuit, &c.

Some add
3. or 4.
daies be-
fore the
return.

Ebor. ff. **T.** W. & R. M. Armiger in propriis personis suis pet. versus G. R. Armig. & W. B. Writ of Generos. Manerium de R. cum pertin. &c. ut jus & hereditatem suam, Et in que iidem G. & W. non habent ingressum nisi post disseisinam quam Hunt inde injuste & sine iudicio fecit prefato T. W. & R. infra triginta Annos jam ultimè elapsos, &c. Et unde dicit quod ipsimet fuerunt seisciti de Manerio & Tenementis predictis cum pertin. in domino suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producant sectam, &c.

Entry of a Summons upon a Recovery with treble Voucher.
Nota. The Writ of Entry was returnable.

Et predicti G. & W. in propriis personis suis ven. & defend. jus suum quando, &c. Et voc. inde ad War. A.C. vid. habeant eam hic in Octabis Sancti Martini Et sum. in Com. predicto per Auxilium Curie, &c. Idem dies dat. est partibus predictis hic, &c. * Et super hoc predicti Geo. & Willielmus po. lis. suis C. B. & E. G. Attornatos suos conjunctim & divisim versus prefatum W. & R. de predicto placito, &c.

Quind. Martini. The Tenants appear this Term in person at Bar. * A Warrant of Attorney for the Tenants.

† Although the Tenants appeared in person at the acknowledgment at Bar, yet if they appeared not also at the return of the Summons in person there must be a warrant of Attorney for the Tenant, And the same must be entered upon the first Summons Roll (prout prox. supr.) and upon the remembrance under the Precipe for the Writ of Entry of the same Recovery, and make the Warrant of Attorney for the Tenants thus:

† Nota.

Ebor. ff. **G.** R. Armiger & W. B. generosus po. locis suis C. B. & E. G. Attorn. suos conjunct. & divisim versus T. W. & R. M. Armigerum de placito terre.

The form of a Warrant of Attorney for the Tenants.

Benson.

Nota.

At the return of this Summons, being Octabis Martini, if the second Vouchee appear by Warrant of Attorney, you must make another Writ of Summons for the latter Vouchee Returnable the fifth Return, after the return of the first Summons, and Teste of the return of the first Summons, for one Writ will not serve for both. The Warrant of Attorney for the first Vouchee must be thus :

Warrant
of Attorney
for the
first Vou-
chee.

Ebor. ff. **A.** C. vidua quam G. R. Armiger & W. B. generosus voc. ad War. po. loco suo J. D. & T. W. Attorn. suos conjunctim & divisim versus T. W. & R. M. Armiger. de placito terre.

And for the second thus :

Warrant
of Attorney
for the se-
cond Vou-
chee.

Ebor. ff. **G.** H. Generosus quem A. C. vid. voc. ad War. po. loco suo T. W. & H. M. Attorn. suos conjunctim & divisim versus T. W. & R. M. Armigerum de placito terre.

Capt. & Cognit. xiiij. die Martis Anno regni Regis Caroli Secundi Anglie, &c. decimo septimo coram me T. T.

Entry of
the Sum-
mons of
the first
Vouchee,
with a
Warrant
of Attorney
for the Te-
nants.

I. **A** Lias prout patet Termino Sancti Michaelis Anno regni domini Regis nunc decimo octavo Rot. lvi. Continetur sic ff. Ebor. ff. T. W. & R. M. in propriis personis suis pet. versus G. R. Armigerum & W. B. generosum Manerium de R. cum pertin. ac decem Mesuagia, viginti acras Terre cum pertin. in R. ut jus & hereditatem suam; Et in que iidem G. & W. non habent ingressum nisi post disseisinam quam Hugo Hunt injuste & sine judicio fecit prefato T. W. & R. M. infra triginta Annos, &c. Et unde dicit quod ipsimet fuerunt Seisiti de Manerio & tenementis predictis cum pertin. in domino suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et

Et predicti G. & W. in propriis personis suis ven. & defend. jus suum quando, &c. Et voc. inde ad War. A. C. vid. habeant eam hic in Octabis S. Martini Sum. in Com. predicto per Auxilium Curie, &c. Idem dies dat. est partibus predictis hic, &c. Et super hoc predicti G. & W. po. locis suis C. B. & E. O. conjunctim & divisim versus prefatum T. W. & R. de predicto placito, &c. Et modo hic ad hunc diem scilicet predictas Octabas S. Martini ven. tam predicti T. & R. in propriis personis suis quam predicti G. & W. per C. B. Attorn. suum predictum, Et predicti A. sum. &c. per J. D. Attorn. suum ven. & gratis Manerium & tenementa predicta cum pertin. eis War. &c. Et super hoc predicti T. W. & R. pet. versus ipsam A. Tenen. per War. suam Maneria & tenementa predicta cum pertin. in forma predicta, &c. Et unde dic. quod ipsimet fuer. seisir. de Manerio & Tenementis predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predicta A. Tenens per Warr. suam defend. jus suum quando, &c. Et ulterius voc. inde ad War. G. H. generosum habeat eum hic in Crastino Purificationis beate Marie Sum. in Com. predicto per Auxilium Cur. &c. idem dies dat. est tam prefat. T. R. G. & W. quam prefat. A. hic, &c.

Alias prout patet Termino S. Hillarii Anno reg. Entry of ni domini Regis nunc decimo octavo Rotulo a Recovery xxxix. continetur sic, Alias prout patet Termino S. Michaelis Anno regni domini Regis nunc decimo septimo Rotulo lvi. continetur sic Ebor. ff. T. W. two Sum. & R. M. in propriis personis suis pet. versus G. R. mons and Armigerum & W. B. Generosum Manerium de R. Warrants cum pertin. Ac decem Mesuagia, & viginti acras of A Torrey Tette. cum pertin. in R. ut jus & hereditatem for the T. suam, Et in que iidem G. & W. non habent ingres. sum nisi post disseisinam quam Hugo Hunt inde injuste & sine judicio fecit prefat. T. W. & R. infra triginta Annos, &c. Et unde dicunt quod ipsimet fuer.

fuer. seifit. de Manerio & Tenementis predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc, Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

*Warrant
of Attor-
ney.*

ET predicti G. & W. ven. & defend. jus suum quando, &c. Et voc. inde ad War. A.C. vid. habeant eam hic in Octabis S. Martini Sam. in Com. predicto per Auxilium Curie, &c. idem dies dat. est partibus predictis hic, &c. Et super hoc predicti G. & W. po. locis suis C.B. & E.G. conjunctim & divisim versus prefat T.W. & R. de predicto placito, &c. Et modo hic ad hunc diem scilicet predictas Octabas S. Martini ven. tam predicti T.W. & R. in propriis personis suis quam predicti G. & W. per C.B. Attorn. suum predictum Et predicta A. sum. &c. per Attorn. suum similiter ven. Et gratis Manerium & Tenementa predicta cum pertin. eis War. &c. Et super hoc predicti T. Wentworth & R. pet. versus ipsam A. Tenen. per War. suam Manerium & Tenementa predicta cum pertin. in forma predicta, &c. Et unde dicunt quod ipsimet fuer. seifiti de Manerio & Tenementis predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producunt sectam, &c.

*See the
Summons
above
mentio-
ned.*

Et predicta A. Tenens per War. suam defend. jus suum quando, &c. Et ulterius voc. (usque finem del Summons verbatim) les Summoners Crastin. Purif. Ad quem quidem Crast. Purificationis beate Marie hic ven. tam predicti T. Vic. W. & R. in propriis personis suis quam predicti G. & W. Et predicta A. per Attorn. suum predictum. Et predictus G. modo sum. &c. per T.W. Attorn. suum similiter venit. Et gratis Manerium & Tenementa predicta cum pertin. ei War. &c. Et super hoc predicti T.W. & R. pet. versus ipsum G. Tenen. per War. suam Manerium Et tenementa predicta cum pertin. in forma predicta, &c. Et unde dicunt quod ipsimet fuer. seifiti de Manerio & tenementis predictis

predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producant sextam, &c.

Et predictus *G.* Tenens per War. suam defend. jus suum quando, &c. Et ulterius voc. inde ad War. *Edmundum* Client qui similiter presens est hic in Curia in propria persona sua Et gratis Manerium & Tenementa predicta cum pertin. ei War. &c. Et super hoc predicti *T. W. & R.* Petunt versus ipsum *E.* Tenen. per War. suam Manerium & Tenementa predicta cum pertin. in forma predicta, &c. Et unde dic. quod ipsimet fuerunt seisiiti de Manerio & Tenementis predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore dom. Reg. nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producant sextam, &c.

Et predictus *Edwardus* Tenens per War. suam defend. jus suum quando, &c. Et dicit quod predicti *Hugo* non disseisivit prefat. *T. W. & R.* de Manerio & Tenementis predictis cum pertin. prout iidem *T. W. & R.* per breve & narrationem sua predicta superius suppon. Et de hoc pon. se super patriam, &c.

Et predicti *T. W. & R.* petunt licentiam inde interloquendi, Et habeant, &c. Et postea iidem *T. W. & R.* reven. hic in Curia in propriis personis suis Et predictus *Edmundus* licet solempniter exact. non reven. set in contemptum Cur recessit Et default. fac. Id. confid. est quod predicti *T. W. & R.* Recuperent seisinam suam versus prefatos *G. & W.* de Manerio & tenementis predictis cum pertin. Et quod iidem *G. & W.* habeant de terra predicta *A.* ad valentiam, &c. Et quod eadem *A.* ulterius habeat de terra predicti *G.* ad valentiam, &c. Et quod idem *G.* ulterius habeat de terra predicti *Edm.* ad valentiam, &c. Et idem *Edmundus* in misericordia, &c. Et super hoc predicti *T. W. & R.* petunt breve domini Regis Vic. Com. pred. dirigendi de habere faciend. eis plenariam seisinam de Manerio & Tenementis predict. cum pertin. Et eis conceditur retornabile hic à die Pasche in quindecim

3. or 4.
daies be-
fore the
Return.

quindecim dies, &c. Ad quem diem hic ven. pre-
dicti *T. W. & R.* in propriis personis suis, Et Vic.
viz. *T. L.* Miles modo Mand. quod ipse Virtute
brevis illius sibi directi quinto decimo die Martii
ultimo preterito habere fecit prefat. *T. W. & R.*
plenariam seisinam de Manerio & tenementis pre-
dictis cum pertin. prout per breve illud sibi pre-
ceptum fuit, &c.

Entry of a
Summons
with an
Adjorn-
ment of
the Term
before the
Stat. 17
Car. 1.
Cap. 6.

ALias prout patet, &c. usque quando, &c. in
linea continuat. Et vocat inde ad War. *S. H.*
Gen. habeat eum hic in Octabis *S. Michaelis* Et sum.
in Com. predicto per auxilium Cur. &c. Idem
dies dat. est partibus predictis hic, &c. Ad quem
diem Loquela predicta adjornata fuit per breve
domini Regis de Comuni Adjornamento apud
Weslm. in Com. *Midd.* usq; à die *S. Michaelis* in
unum Mensem tunc prox. sequen. Ad quem diem
Loquela predicta ulterius Adjornat. fuit per aliud
breve dicti dom. Reg. de Com. Adjornament. à
Weslm. predict. usq; villam dicti dom. Regis de *R.*
in Com. *Berks* usque ad hunc diem scilicet in
Crast. Animarum tunc prox. segen. Et modo hic
scilicet apud predict. Villam dicti dom. Regis de
Reading ad hunc diem scilicet predict. Crastin. A-
nimarum ven. tam predictus *H. (pet.)* in propria
persona sua quam predict. *G. (Ten.)* per Attorn.
suum predictum Et predict. *S. H.* sum. &c. per *R.*
G. Attorn. suum similiter ven. & gratis Tenemen-
ta predicta cum pertin. ei War. &c. Et super hoc
predictus *H. pet.* versus ipsum *S. Tenen.* per War.
suam Tenementa predicta cum pertin. in forma
predicta, &c. Et unde dicit quod ipsemet fuit sei-
situs de Tenementis predictis cum pertin. in do-
minico suo ut de feodo & jure tempore pacis tem-
pore dom. Reg. nunc Capiend. inde explef. Ad
valentiam, &c. Et in que, &c. Et inde producit
sestam, &c.

Et predictus *S. Tenens* per War. suam defend.
jus suum quando, &c. Et ulterius voc. inde ad
War. *B. D.* habeat eum hic à die Pasche in quindecim
dies Sum. in Com. predicto per Auxilium
Cur.

Cur. &c. Idem dies dat. est tam pifat. *H. &c.* Adjorn-
quam pifat. *S. hic, &c.* Ante quem diem loquela *ment of*
predicta Adjornata fuit per aliud breve domini *the Term*
Regis de Comuni Adjornamento A predicta *from Rea-*
Villa dicti domini Regis de *Reading* in Comit. *ding to*
Berks. usque ad *Westm* predict. in Com. *Midd.* usq; *West-*
ad à die Pasche in quindecim dies. *minster.*

Ebor. ff. **R.** *M.* Armiger & *W. B.* generosus in pro- *Entry of a*
priis personis suis per. Versus *T. W.* Ca- *Recovery*
strum de *H.* cum pertin. ac duas Mille acras Terre, *(with fin-*
700 acras Prati, 100 acras Pasture cum pertin. in *gle Vou-*
K. Necnon Advocationem Ecclesie de *H.* ut jus *cher) of a*
& hereditatem suam Et in que idem *T.* non ha- *Castle, Te-*
bet ingressum nisi post disseisinam quam *Hugo Hunt* *nements*
inde injuste & sine iudicio fec. pifat. *R. & W.* infra *and Ad-*
triginta Annos, &c. Et unde dic. quod ipsimet *vowson*
fuer. seisciti de Castro, Maneriis & Tenementis pre- *where the*
dictis cum pertin. in dominico suo ut de feodo & *Parties*
jure Ac de Advocatione predicta ut de feodo & *appear in*
jure tempore pacis tempore domini Regis nunc *person.*
Capiend. inde explef. ad valentiam, &c. Et in que,
&c. Et inde produc. sectam, &c.

Et predictus *T. W.* in propria persona sua ven. &
defend. jus suum quando, &c. Et voc. inde ad War.
Edmundum Clent qui presens est hic in Cur. in pro-
pria persona sua Et gratis Castrum Maneria & te-
nemente predicta cum pertin. ac Advocationem
predictam eis War. &c. Et super hoc predicti *R.*
& *W.* petunt. versus ipsum *Edmundum* Tenen. per
War. suam Castrum Maneria & Tenementa predicta
cum pertin. ac Advocationem predictam in forma
predicta, &c. Et unde dicunt quod ipsimet fuer.
seisciti de Castro, Manerio & Tenementis predictis
cum pertin. in dominico suo ut de feodo & jure
ac de Advocatione predict. ut de feodo & jure tem-
pore pacis tempore domini Regis nunc Capiend.
inde explef. ad valentiam, &c. Et in que, &c. Et
inde produc. sectam. &c.

Et predictus *Edmund.* Tenens per War. suam de-
fend. jus suum quando, &c. Et dic. quod predict.
Hugo non disseisivit pifat. *R. & W.* de Castro Ma-
neriis

neriis & tenementis predictis cum pertin. ac de Advocacione predicta prout predicti R. & W. per breve & narrationem sua predicta superius suppon. Et de hoc pon. se super patriam, &c.

Et predicti R. & W. pet. licentiam inde interloquendi Et habent, &c. Et postea iidem R. & W. reven. hic in Cur. isto eodem Termino in propriis personis suis Et predictus Edm. licet solempniter exact. non reven. set in contemptu Cur. recessit Et default. facit ideo consideratum est quod predicti R. & W. recuperent seisinam suam versus prefat. T. W. de Castro Maneriis & Tenementis predictis cum pertin. Ac de Advocacione predicta Et quod idem T. W. habeat de terra predicti E. ad valentiam, &c. Et idem E. in misericordia, &c.

Et super hoc predicti R. & W. pet. brev. domini Regis Vic. Com. predicti dirigend. de habere faciend. eis plenariam seisinam de Castro Maneriis & Tenementis predictis cum pertin. Ac de Advocacione predicta Et eis conceditur retornabile, &c. Postea scilicet tertio die Junii isto eodem Termino ven. hic in Cur. predicti R. & W. in propriis personis suis Et Vic. videlicet A. R. Miles modo Mand. quod ipse virtute brevis illius sibi directi tricesimo primo die Maii ultimo preterito habere fecit prefat. R. & W. plenariam seisinam de Castro Maneriis & Tenementis predictis cum pertin. Ac de Advocacione predicta prout per breve illud sibi preceptum fuit, &c.

Entry of a Glouc. ff. **S.** S. Generosus in propria persona sua Recovery pet. versus R. N. Armigerum & W. S. of a Man- Armigerum Manerium de **Stonehouse** cum pertin. nor, Mesu- Ac viginti Mesuagia, decem & quinque Molendina, ages, Mills, tria Columbaria, viginti Gardina, 300 acras Ter- Dove-hou- re, Centum acras Prati, 300 acras Pasture, 330 a- ses, Gar- cras Bosci, sexaginta solidat Reddi. Communiam dens, land, Pasture pro omnibus Averiiis cum pertin in **Stone-** Meadow, house, &c. Necnon Rectoriam de **Leonard** cum per- Pasture, Wood, Rent, Common of Pasture, of a Rectory, Tythes, and of an Advowson of a Vicaridge.

tin.

tin. Ac etiam quasdam portiones Decimarum annuatim provenien. Crescen. seu renovan. in *R.* Ac Advocationem Vicarie Ecclesie de *S.* ut jus & hereditatem suam, &c. Et unde dic. quod ipsemet fuit seifir. de Manerio Tenementis Reddit. Communia Pasture & Rectoria predictis, Ac de portionibus Decimarum predictarum in Dominico suo ut de feodo & jure Ac de Advocatione predicta ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. &c. Et inde produc. sectam, &c.

Et predicti *R.* & *W.* in propriis personis suis ven. & defend. jus suum quando, &c. Et voc. inde ad War. *E. S.* Generosum qui presens est hic in Curia in propria persona sua. Et gratis Manerium Tenementa Reddit. Communiam pasture & Rectoriam predicta cum pertin. & Portiones Decimarum Et Advocationem predictas eis War. &c. Et super hoc predictus *S.* per. versus ipsum *E.* Tenen. per War. suam Manerium, Tenementa Reddit. Communiam Pasture & Rectoriam predictam cum pertin. & portiones Decimarum ac Advocationem predictam in forma predicta, &c. Et unde dicit quod ipsemet, &c. ut supra, &c.

Alias prout patet, &c. usque quando, &c. in li- *Entry of*
nea Continuat. Et voc. inde ad War. *S. H. Gen. Summons*
Sum. in Com. pred. habeat eum hic in Octabis *S. in a Reco-*
Mich. Et Sum. in Com. predicto, per auxilium *very with*
Curie, &c. idem dies dat. est partibus predictis, *treble*
&c. Ad quem diem loquela predicta Adjornata *Voucher, by*
fuit, per brev. Domini Regis de Comuni Adjor- Alias pro-
namento, hic scilicet apud Westm. in Com. Midd. ut patet,
usque a die S. Michaelis, in unum Mensem tunc *with thres*
proxime sequen. Ad quem diem loquela predicta *Adjorn-*
ulterius Adjornata fuit per aliud brev. dict. Domini *ments, be-*
Regis de Comuni Adjornamento a Westm. usque *fore the*
Villam dict. Domini Regis de Reading in Com. *Statute of*
Berks, in Crastino Animarum tunc proxime se- *16 & 17*
Caroli
primi cap. 6. *Whereby the Retorns of Octab. Mich. & quinden,*
Mich. are taken away.

quen: Et modo hic scil. apud predictam Villam dict. Domini Regis de Reading ad hunc diem scil. predictum Crastinum Animarum ven. tam predictus *H.* in propria persona sua quam predictus *G.* per Attorn. suum predictum Et predictus *S.* modo Sum. &c. per *R.* Attorn. suum similiter ven. & gratis Tenementa predicta cum pertin. eis War. &c. Et super hoc predictus *H.* pet. versus ipsum *S.* Tenen. per War. suam Tenementa predicta cum pertin. in forma predicta, &c. Et unde dicit quod ipsemet fuit seiscitus, &c. Et inde produc. sectam, &c.

Et predictus *S.* Tenens per War. suam defend. jus suum quando, &c. Et ulterius voc. inde ad War. *P. D.* habeat eum hic à die Pasche in quindecim dies, Et Sum. in Com. predicto per Auxilium Curie, &c. Idem dies dat. est tam pefat. *J.* & *V.* quam pefat. *S.* hic, &c. Ante quem diem loquela predicta ulterius Adjornata fuit per aliud breve dicti domini Regis de Comuni Adjornamento à predicta Villa dict. dom. Regis de Reading in Com. Berks usque ad Westm. in Com. Midd. usque ad eandem Quinden. Pasch. &c.

Michaelis xij. Caroli Secundi rotulo 182.

Entry of a Westmerl. *J.* Johannes Lowther Miles & Baronettus & Thomas Darcey Miles in propriis personis suis pet. versus Robertum Newman Generosum & Thomam Lee Armigerum Manerium de Warcopp cum pertin. ac septuaginta sex Mesuagia, quatuor Molendina, sexaginta Gardina, quadraginta acras Terre, Centum acras Prati, Trescent. & quadraginta acras Pasture, viginti acras Bosci, Sexcentas acras Jampnorum & Bruere, Sexcentas acras Moræ cum pertin. in Wartopp, Buttingill, Sandforth, Fleskelme, Blaytorne, Winder, Waib & Cliburne, Ac decimas Garbarum & granorum annuatim provenien. crescen. seu renovan. in Warcopp, Buttergill & Blaytorne, Necnon liberam Piscariam in Aqua de Eden, Ac etiam Advocationem Vicarie Ecclesie de Warcopp ut jus & hereditatem suam Et in que

que iidem R. & T. non habent ingressum nisi post disseisinam quam *Hugo Hunt* injuste & sine iudicio fec. prefat. *Joh. & Thome Darcy* infra triginta Annos, &c. Et unde dic. quod ipsimet fuer. seisciti de Manerio, tenementis decimis & Piscaria predictis cum pertin. in dominico suo ut de feodo & jure, Ac de Advocatione predicta ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predicti *Robertus & Thomas Lee* in propriis personis suis ven. & defend. jus suum quando, &c. Et voc. inde ad War. *Rich. Brathwaite* Armigerum qui presens est hic in Cur. in propria persona sua Et gratis, Manerium, Tenementa, decimas & Piscariam predicta cum pertin. Ac Advocationem predictam eis War. &c. Et super hoc predicti *Johannes & Thomas Darcy* pet. versus ipsum *Richard*. Tenen. per War. suam Manerium, Tenementa, decimas & Piscariam predictam cum pertin. Ac Advocationem predictam in forma predicta, &c. Et unde dic. quod ipsimet fuerunt seisciti de Manerio tenementis decimis & Piscaria predictis cum pertin. in dominico suo ut de feodo & jure, Ac de Advocatione predicta ut de feodo & jure tempore pacis tempore domini Regis nunc Capiendo inde explef. ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predictus *Richardus* Tenens per War. suam defend. jus suum quando, &c. Et ulterius voc. inde ad War. *Georgium Humston* qui similiter presens est hic in Curia in propria persona sua, Et gratis Manerium Tenementa decimas & Piscariam predicta cum pertin. ac Advocationem predictam ei War. &c. Et super hoc predicti *Johannes & Thome Darcy* pet. versus ipsum *Georgium* Tenen. per War. suam Manerium tenementa decimas & Piscariam predicta cum pertin. ac Advocationem predictam in forma predicta, &c. Et unde dic. quod ipsimet fuerunt seisciti de Manerio tenementis decimis & Piscaria predictis cum pertin. in dominico suo ut de feodo & jure, Ac de Advocatione predicta

ut de feodo & jure tempore pacis, tempore domini Regis nunc capiendo inde explesias ad valentiam, &c. Et in que, &c. Et inde producit sectam, &c.

Et predictus *Georgius* Tenens per War. suam defend. jus suum quando, &c. Et dic. quod predictus *Hugo* non disseisivit prefat. *Johannem* & *Thomam Darcey* de Manerio, Tenementis decimis & Piscaria predictis cum pertin. ac de Advocatione predicta prout iidem *Johannes* & *Thomas* per breve & narrationem sua predicta superius suppon. Et de hoc pon. se super patriam, &c. Et predicti *Johannes* & *Thomas Darcey* pet. licentiam inde interloquendi Et habent, &c. Et postea iidem *Johannes* & *Thomas* reven. hic in Curia isto eodem Terminu in propriis personis suis, Et predictus *Georgius* licet solempniter exact. non reven. set in contempu Cur. recessit & default. fac. Ideo consideratum est quod predicti *Johannes* & *T. D.* recuperent seisinam suam versus prefatum *R. & T. Lee* de Manerio tenementis decimis & Piscaria predictis cum pertin. Ac de Advocatione predicta, Et quod iidem *R. & T. D.* habeant de Terra predicti *Richardi* ad valentiam, &c. Et quod idem *Richardus* ulterius habeat de terra predicti *Georgii* ad valentiam, &c. Et idem *Georgius* in misericordia, &c.

Et super hoc predicti *Johannes* & *Thomas Darcey* pet. breve dom. Regis Vic. Com. predicti dirigendi de habere faciend. eis plenariam seisinam de Manerio tenementis decimis & Piscaria predictis cum pertin. Ac de Advocatione predicta Et eis conceditur Retornabile hic indilate, &c. Postea scilicet vicesimo Octavo die Novembris isto eodem Terminu ven. hic in Curia predicti *Johannes* & *Tho. D.* in propriis personis suis Et Vic. videlicet *A. domina C. Comitissa Potissa Pembriz* & *Montgomer.* modo Mand. quod ipsa Virtute brevis predicti sibi directi Vicesimo primo die Novembris ult. preterito habere fecit prefat. *Johanni* & *Thome Darcey* plenariam seisinam de Manerio Tenementis, decimis & Piscaria predictis cum pertin. Ac de Advocatione predicta prout per breve illud sibi preceptum fuit, &c.

Seisina
indilata

Michælis xij. Caroli Secundi Regis Rot. 182.

Cumbr. ff. **J**ohannes Lowther Miles & Baronettus & Thomas Darcey Miles in propriis personis suis petunt versus R. N. Generosum & Tho. Lee Armigerum Maneria de Emelton Bockery & Morethwaite cum pertin. Ac septuaginta & sex Mesuagia, duo Molendina Aquatica, Granatica, unum Molendinum Fullonicum, sexaginta Gardina, ducentas acras Terre, quadraginta acras Prati, ducentas acras Pasture, sexcentas acras Jampnorum & Bruere, & sexcentas acras Moræ cum pertin. in Emelton, Dockery, Morethwait in Wigton, Necnon Medietatem Manerii de Wyethborne alias Wyethbotham cum pertin. Ac triginta & duorum Mesuagiorum, quinquaginta acrarum Terre, viginti acrarum Prati, Centum acrarum Pasture, Centum acrarum Jampnorum & Bruere, & Trescentarum acrarum More cum pertin. in Wyethborne, Arneboth, Smathwaite & Nodden ut jus & hereditatem suam Et in que iidem Robertus & T. Lee non habent ingressum nisi post disseisinam quam Hugo Hunt inde injuste & sine iudicio fecit prefat. J. & T. D. infra triginta Annos, &c. Et unde dic. quod ipsimet fuerunt seifiti de Maneriis Tenementis & Medietate predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde produc. sextam, &c.

Entry of a Recovery a Mannor and Tenements and of a Moie-ty of a Mannor and Tenements.

Michael. xij. Caroli Secundi Regis Rot. 183.

Oxon. ff. **R**ichardus Blanshard generosus & Robertus Blanshard generosus in propriis personis suis petunt versus Christopherum Chatford generosum & Thomam Gritten generosum Manerium de Teardington alias Yarnton cum pertin. Ac viginti

Entry of a Recovery for a Mannor, Tenements, Rent,

view of Franck-Pledge, Goods, and Chattels of Felons and Fugitives, Goods and Chattels waived, Estrayes, Deadlands, a Rectory, Advowson, and Moie-ty of a Mannor, Mesuages, &c.

& unum Mesuagia, unum Columbar. quinquagint. acras Terre, Trescentas & viginti acras Prati, Octingentas & viginti acras Pasture, Septuaginta & quinque acras Bosci, Triginta & septem Solidat. & Octo denariat. Reddit. Vic. Franc. Pleg. & quicquid ad Vic. Franc. Pleg. pertinet, bona & Catalla felon. & fugitiv. Felonum de se bona & Catalla Waviat. Extrahur. & Deodand. cum pertin. in *Yardington* alias *Yarneton*, *Kidlington*, *Cassington*, *Bladen*, *Godstone* & in parochia *S. Thome* alias *S. Nicholi* prope Civitatem *Oxon.* Necnon Redtoriam de *Cromarsh Gifford* cum pertin. At etiam Advocationem Ecclesie de *Bogbrook* al. *Bagbrook*; Ac Advocationem Vicarie Ecclesie de *Yardington* al. *Yarneton* Necnon Medietatem Manerii de *Bogbrook* al. *Bagbrook* cum pertin. Ac etiam trium Mesuagiorum, ducentarum acrarum Terre, quinquaginta acrarum Prati, Centum acrarum Pasture, & quinquaginta acrarum Jamptorum & Bruere cum pertin. in *Begbrook* al. *Bagbrook* ut jus & hereditatem suam, Et in que iidem *Christopherus* & *Tho.* non habent ingressum nisi post disseisinam quam *Hugo Hunt* inde injuste & sine iudicio fecit pefat. *Richardo* & *Roberto* infra triginta Annos, &c. Et unde dicunt quod ipsimet fuer. seisciti de Manerio Tenementis Reddit. Vic. Franc. Pleg. & quicquid ad Vic. Franc. Pleg. pertinet bonis & Catallis felon. & fugitivorum, felonum de se, de bonis & Catallis Waviat. Extrahur. Deodand. Redtoria & Medietate predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc, Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde produc. setam, &c.

Michael,

Michael. xij. Caroli Secundi Rot. 184.

North't. ff. **R**ichardus B. generosus & Robertus B. Entry of a
 gen. in propriis personis suis pet. ver- Recovery
 sus Christopherum Cratford generosum & Tho. Gritten of a Man-
 Manerium de Wharfield cum pertin. Ac tresdecim nor, Tene-
 Mesnagia, unum Molendinum Aquaticum, ducent- ments,
 tas & octoginta acras Terre, sexdecim acras Pra- Common
 ti, Centum acras Pasture, Communiam Pasture pro of Pasture,
 omnibus Averiiis, Communiam Estoveriorum Pan- and of E-
 nagium pro Porcis, Et Vic. Franc. Pleg. cum per- stovers,
 tin. in Whitfield, Haselborough & Foresta de Whittle- Pannage
 wood, Necnon Advocationem Ecclesie de Whit- for Hogs,
 field alias Whitefield, Syrensam alias Syresham a- view of
 lias Sisam, ut jus & hereditatem suam Et in que Frank-
 iidem T. & C. non habent ingressum nisi post dissei- Pledg, and
 finam quam Hugo Hunt inde injuste & sine iudicio of an Ad-
 fecit p̄f̄at. Richardo & Roberto infra triginta An- verson.
 nos, &c. Et unde dic. quod ipsimet fuer. seisi-
 ti de Manerio Tenementis Communiis Pannagio &
 Vic. Franc. Pleg. predictis cum pertin. in domi-
 nico suo ut de feodo & jure, Ac de Advocatione
 predicta ut de feodo & jure tempore pacis tempore
 domini Regis nunc Capiend. inde Explef. ad
 valentiam, &c. Et in que, &c. Et inde produc. se-
 ctam, &c. (ut in aliis.)

Et super hoc iidem Richardus & Robertus pet.
 breve domini Regis Vic. Com. predicti dirigend.
 de habere faciend. eis plenariam seisinam de Ma-
 nerio Tenementis Communiis Pannagio & Vic.
 Franc. Pleg. predictis cum pertin. Ac de Advoca-
 tione predicta, Et eis Conceditur Retornabile
 hic in Crastino S. Martini Ad quem diem hic ven.
 predicti Richardus & Robertus in propriis personis
 suis, Et Vic. videlicet Henricus Penson Armiger.
 modo Mand. quod ipse virtute brevis illius sibi
 directi sexto die Novembris ult. preterito habere
 fecit p̄f̄at. Richardo & Roberto plenariam seisinam
 de Manerio tenementis Communiis Pannagio &
 Vic. Franc. Pleg. predictis cum pertin. Ac de
 Advocatione predicta prout per breve illud sibi
 preceptum fuit, &c.

Domi-

The Preamble to the Entry of a Mitimus and Dedimus. Dominus Rex Mand. Justic. suis hic breve suum de Mitimus Clausum unacum tenore Cujusdam brevis de Dedimus potestatem de War. Attorn. recipiend. & retorn. ejusdem, Necnon War. Attorn. inde recept. in hec verba; Carolus secundus Dei gratia Anglie Scot. Franc. & Hibern. Rex fidei Defensor. &c. Et sic Recite verbatim le Mittimus & Dedimus.

Mich. xxii Caroli secundi Regis rot. 185.

Entry of Summons where the Tenants appear by Attorney and Vouch over.

Ebor. II. **T**homas Thompson generosus & Richardus Solkry in propriis personis suis pet. versus Henricum Dickenson gen. Georgium Hesletyne gen. & Thomam Hesletyne gen. Novem Mesuagia, Novem Gardina, Octoginta acras terre Octoginta acras prati Centum & Octoginta acras prati pasture & Triginta Acras Bosci, Ducentas & Viginti acras jampnor. & bruere, & Communiam pasture pro omnimodis Averiiis cum pertin. in *Stamfover, Whith, Leathes, Anselby & Hansker alias Hansworth*, ut jus & hereditatem suam. Et in que iidem Henricus: Georgius & Thomas Hesletyne non habent ingress. nisi post disseisinam quam *Hugo Hunt* inde injuste & sine Judicio fec. prefat. *Thome Thompson & Richardo* infra Triginta annos, &c. Et unde dic. quod ipsimet fuerint seisciti de Tenemen. & Communia predictis cum pertin. in Dominico suo ut de feodo & jure tempore pacis tempore Domini Regis nunc Capient. inde Explef. Ad valenciam, &c. Et in que, &c. Et inde produc. sectam. &c.

Et predicti Henricus, Geo. & Tho. Hesletyne per *Tho. Langley* Attorn. suum ven. & defend. jus suum quando, &c. Et voc. inde ad War. *Robertum Norison* gen. Sum. in Com. predicto habeant eum hic in *Quabis Sancti Martini* per *A. Milium Curie*, &c. idem dies dat. est partibus predictis hic, &c.

Ebor.

Mich. xij^o. Caroli secundi rot. 183.

Ebor. II. **T**homas Thompson Sen. & Richardus Solkry Entry of a
in propriis personis suis per. versus Recovery
Henr. Dickenson gen. Geo. Hesletyne & Tho. Hesletyne thereupon
gen. Novem Mesuagia, novem Gardina, Octoginta after Sum-
acras terr', Octoginta acras prati, Centum & mons, two
Octoginta Acras pasture Triginta acras bosci, du- Vouchers
centas & viginti acras Jampnor. & bruere & Com- where the
muniam pasture pro omnimodis Averiiis cum per- Tenants
tin. in Stamsfoker, Whitby, Leathes, Anseleby, Hawf- appear by
ker alias Hansgarth ut jus & hereditatem suam. Et Warrant
in que iidem Henricus, Geo. & Tho. Hesletyne non of Attor-
habent ingressum nisi post disseisinam quam Hugo neys
Hunt inde injuste & sine judicio fec. prefat. Thome
Thompson & Richardo infra triginta Annos, &c.

Et predicti Henricus, Georgius & Thomas Hesletyne
per Thomam Langley Attorn. suum ven. & defend.
jus suum quando, &c. Et alias voc. inde ad War.
Robertum Norison gen. qui modo per sum. ei in
Com. predicto factam per Williel. Migdley Attorn.
suum similiter ven. & gratis Tenementa & Com-
muniam predicta cum pertin. prefat. Henrico,
Georgio & Tho. Hesletyne War. &c. Et super hoc
predicti Thomas Thompson & Richardus pet. versus
ipsum Robertum Tenen. per War. suam Tenementa
& Communiam predicta cum pertin. in forma
predicta, &c. Et unde dic. quod ipsimet fuer. sei-
fiti de Tenementis & Communia predictis cum
pertin. in dominico suo ut de feodo & jure tem-
pore pacis tempore domini Regis nunc Capiend.
inde explef. Ad valentiam, &c. Et in que, &c. Et
inde produc. sectam, &c.

Et predictus Robertus Tenens per War. suam de-
fend. jus suum quando, &c. Et ulterius voc. inde ad
War. Georgium Humston qui similiter presens est hic
in Curia in propria persona sua Et gratis Tenemen-
& Communiam predicta cum pertin. ei War. &c.
Et super hoc predicti Thomas Thompson & Richar-
dus pet. versus ipsum Georgium Tenen. per War.
suam Tenementa & Communia predicta cum
pertin.

pertin. in forma predicta, &c. Et unde dic quod ipsimet fuer. seisiiti de Tenementis & Communia predictis cum pertin. in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. Ad valentiam, &c. Et in que, &c. & inde produc. sectam, &c.

Et predictus *Georgius* Tenens per War. suam defend. jus suum quando, &c. Et dic. quod predictus *Hugo* non disseisivit prefatum *Thomam Thompson* & *Richardum* de Tenementis & Communia predictis cum pertin. prout iidem *Thomas* & *Richardus* per breve & narrationem sua predicta superius suppon. Et de hoc pon. se super patriam, &c.

Et predicti *Thomas Thompson* & *Richardus* pet. licentiam inde interloquend. Et habent, &c. Et postea iidem *Thomas Thompson* & *Richardus* reven. hic in Curia isto eodem Termino in propriis personis suis, Et predictus *Georgius* licet solempniter exact. non reven. set in Contemptum Curie recessit Et default. fac. Ideo consideratum est quod predicti, *Thomas Thompson* & *Richardus* Recuperent seisinam suam versus prefat. *Henricum*, *Georgium* & *Thomam Hefletyne* de Tenementis & Communia predictis cum pertin. Et quod iidem *Henricus*, *Georgius* & *Thomas Hefletyne* habeant de terra predicti *Roberti* ad valentiam, &c. Et quod idem *Robertus* ulterius habeat de Terra predicti *Georgii* Ad valentiam, &c. Et idem *Georgius* in misericordia, &c. Et super hoc predicti *Thomas Thompson* & *Richardus* pet. breve domini Regis Vic. Com. predicti dirigend de habere faciend. eis plenariam seisinam de Tenementis & Communia predictis cum pertin. Et eis conceditur retornabile hic indilate Postea scilicet vicesimo Octavo die Novembris isto eodem Termino ven. hic in Curia predicti *Thomas Thompson* & *Richardus* in propriis personis suis, Et Vic. videlicet *Robertus Walters Armiger* modo Mand. quod ipse Virtute brevis illius sibi directi Vicesimo sexto die Novembris ult. preterito habere fecit prefatis *Thome Thompson* & *Richardo* plenariam seisinam de Tenementis & Communia predictis cum pertin. prout per breve illud sibi preceptum fuit, &c.

Seizen a-
warded
returnable
Indilate.

Mich.

Mich. xij^o. Caroli Secundi Regis rot. 187.

Alias prout patet Termino S. Trinitatis ult. preterito Rotulo xij. Continetur sic :

York. ss. **W**illiam Sympson Gent. in his proper Entry of a person demandeth against William Savage and William Birley one Mesuage, thirteen acres of Land, four acres of Meadow, thirteen acres of Pasture and Common of Pasture with th'appurtenances in Sheffield in Brightside as his right and Inheritance and into which the said William Savage and William Birley have not Entry but after the disseisin which Hugh Hunt thereof unjustly and without Judgment made to the said William Simpson within thirty years, &c. And whereupon they say That they were seized the Tenements and Common aforesaid with th'appurtenances in their Demesne as of Fee and Right in the time of peace in the time of the now Lord the King, Taking the profits thereof, to the value, &c. And into which, &c. And thereof he bringeth Suit, &c.

And the said William Savage and William Birley by William Lambe their Attorney come and defend their Right when, &c. And as to one Mesuage, ten acres of Land, two acres of Meadow and ten acres of Pasture and Common of Pasture with th'appurtenances in Brightside parcel of the Tenements and Common aforesaid above-demanded Vouch to Warrant James Rawson, and as to three acres of Land, two acres of Meadow and three acres of Pasture and Common of Pasture with th'appurtenances in Sheffield residue of the said Tenements and Common above-demanded the said William Savage and William Birley Vouch to warrant Richard Burrows and Mary his wife to be Summoned respectively in the County aforesaid Let them have them here from the day of Saint Michael in one Month by the Tide of the Court. &c. the same day is given to the Parties aforesaid here, &c.

&c. Et modo hic ad hunc diem scilicet ad predictum
Mensem S. Michaelis ven. tam predictus Willielmus
Sympson in propria persona sua quam predicti Willi-
elinus Savage & Willielmus Birley per Attorn. suum
predictum.

*The first
Vouchee
warants
one part in
one Town.*

Et predictus Jacobus Sum. &c. per Williel. Cra-
shaw Attorn. suum, Et predicti Richardus & Maria
Sum. &c. per Johannem Bellamy Attorn. suum simi-
liter ven. Et predictus Jacobus gratis Tenementa
& Communiam predicta cum pertin. in *Brightside*
predicta de tenementis & Communia predictis
cum pertin. superius petit, unde ipse superius vo-
cabatur ad War. eisdem Willielmo Savage & Willi-
elmo Birley War. &c. Et super hoc predictus Wil-
lielmus Sympson pet. versus ipsum Jacobum Tenen.
per War. suam eadem Tenementa & Communiam
cum pertin. in *Brightside* predicta in forma pre-
dicta, &c. Et unde dic. quod ipsemet fuit seiscitus
de eisdem Tenementis & Communia cum pertin.
in *Brightside* predicta in dominico suo ut de feodo
& jure tempore pacis tempore domini Regis nunc
Capiend. inde explef. Ad valentiam, &c. Et in que,
&c. Et inde produc. sextam, &c.

*The second
Vouchee
warants
another
part in a-
nother
Town.*

Et predicti Richardus & Maria gratis Tenemen-
ta & Communiam predicta cum pertin. in *Shef-
field* predicta de Tenementis & Communia predi-
ctis cum pertin. superius petit. resid. unde ipsi su-
perius vocabantur ad War. eisdem Willielmo Savage
& Willielmo Birley War. &c. Et super hoc predi-
ctus Willielmus Sympson pet. versus ipsos Richardum
& Mariam Tenen. per War. suam eadem Tene-
menta & Communiam cum pertin. in *Sheffield* pre-
dicta in forma predicta, &c. Et unde dic. quod
ipsemet fuit seiscitus de eisdem Tenementis &
Communiam cum pertin. in *Sheffield* predicta in do-
minico suo ut de feodo & jure tempore pacis tem-
pore domini Regis nunc Capiend. inde Explef.
Ad valentiam, &c. Et in que, &c. Et inde pro-
duc. sextam, &c.

Et

Et predictus *Jacobus Tenens* per War. suam de *Several* eisdem Tenementis & Communia cum pertin. in *Demands Brightside* predicta de Tenementis & Communia *against the* predictis cum pertin. superius petit. unde ipse su- *Common* perius vocabatur ad War. defend. jus suum quan- *Vouchee* do, &c. Et ulterius voc. inde ad War. *Georgium for two* *Humston* qui similiter presens est hic in Cur. in *parts.* propria persona sua, Et gratis eadem Tenementa & Communiam cum pertin. in *Brightside* predicta ei War. &c. Et super hoc predictus *Willielmus Sympson* petit versus ipsum *Georgium Tenen.* per War. suam eadem Tenementa & Communiam cum pertin. in *Brightside* predicta in forma predicta, &c. Et unde dic. quod ipsemet fuit seiscitus de eisdem Tenementis & Communia cum pertin. in *Brightside* predicta in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde produc. sectam, &c.

Et predicti *Richardus & Maria Tenen.* per War. suam de eisdem Tenementis & Communia cum pertin. in *Sheffield* predicta de tenementis & Communia predictis cum pertin. superius petit. resid. unde ipsi superius vocabantur, ad War. defend. jus suum quando, &c. Et ulterius voc. inde similiter ad War. predictum *Georgium Humston* qui similiter presens est hic in Cur. in propria persona sua Et gratis eadem Tenementa & Communiam cum pertin. in *Sheffield* predicta eis War. &c. Et super hoc predictus *Willielmus Sympson* petit versus ipsum *Georgium Tenen.* per War. suam eadem Tenementa & Communiam cum pertin. in *Sheffield* predicta in forma predicta, &c. Et unde dic. quod ipsemet fuit seiscitus de eisdem Tenementis & Communia cum pertin. in *Sheffield* predicta in dominico suo ut de feodo & jure tempore pacis tempore domini Regis nunc Capiend. inde explef. ad valentiam, &c. Et in que, &c. Et inde produc. sectam, &c.

Et predictus *Georgius Tenens* per War. suam de Tenementis & Communia predictis integris cum pertin. defend. jus suum quando, &c. Et dic. quod predictus *Hugo* non disseisivit prefatum *Willielmum Sympson* de eisdem Tenementis & Communia cum pertin. prout idem *Willielmus Sympson* per breve & narrationem sua predicta superius Suppon. Et de hoc pon. se super patriam, &c.

Et predictus *Willielmus Sympson* petit licentiam inde interloquend. Et habet, &c. Et postea idem *Willielmus Sympson* reven. hic in Cur. isto eodem Termino in propria persona sua, Et predictus *Georgius* licet solempniter exact. non reven. Set in contemptum Curie recessit Et defalt. fac. Ideo Consideratum est quod predictus *Willielmus Sympson* Recuperet seisinam suam versus prefat. *Willielmum Savage* & *Willielmum Birley* de Tenementis & Communia predictis integris cum pertin. Et quod iidem *Willielmus Savage* & *Willielmus Birley* habeant de terra predicti *Jacobi* ad valentiam Tenementorum & Communie predictorum cum pertin. in *Brightside* predicta superius versus eum ut Tenen per War. suam petit, Et quod idem *Jacobus* inde ulterius habeat de terra predicti *Georgii* ad valentiam, &c. Et quod iidem *Willielmus Savage* & *Willielmus Birley* habeant de terra predictorum *Richardi* & *Marie* ad valentiam Tenementorum & Communie predictorum cum pertin. in *Sheffield* predicta superius versus eos ut Tenentes inde per War. suam petit. Et quod iidem *Richardus* & *Maria* inde ulterius habeant de Terra predicti *Georgii* ad valentiam, &c. Et idem *Georgius* in Misericor. &c. Et super hoc predictus *Willielmus Sympson* petit breve domini Regis Vic. Com. predicti dirigend. de habere faciend. ei plenariam seisinam de Tenementis & Communia predictis integris cum pertin. Et ei conceditur retornabile hic in Octabis Sancti Martini, &c. *Ad quem diem hic ven. predictus Willielmus Sympson in propria persona sua, Et Vic. videlicet Robertus Walters Armig. modo Mand. quod ipse Virtute brevis predicti sibi directi Nono die Novembr. ultimo preterito habere fecit prefat. Williel. Sympson*
plena.

Misericor-
dia.

plenariam seisinam de Tenementis & Communia predictis integris cum pertin. prout per breve illud sibi precept. fuit, &c.

Gulfhon **P**Asche xiiij. *Caroli* Primi Rot. 33. Cum alias *Entry of a* prout patet *Mich. xij. Caroli* Rotulo 27. In Challenge Misericordia, &c. Et super hoc predicti *G. & R. to the She-* die. quod predictus *Johannes Ramsden* est Vic. Com. riss for predicti, Et eâ de causâ petit breve domini Regis *that he is* de habere faciend. eis plenariam seisinam de Ma- Tenant nerio, &c. cum pertin. Coronator. Com. predicti *in the Re-* dirigend, Et quia satis constat Curie hic per Re- *covery,* torn. brevium Com. predicti hic in Curia residen. *and there-* quod Allegatio predicta vera Constitit, Ideo pre- *upon a* ceptum est Coronatoribus Com. predicti quod ha- *Writ of* bere fac. prefat. *G. & R.* plenariam Seisinam de Ma- *Seizen A-* nerio, &c. cum pertin. Et qualiter, &c. iidem Co- *warded to* ronatores constare fac. hic indilatè, &c. *Postea the Coro-* scil. *vicefimo secundo die Maii, isto eodem Termino* pers. *Ven. hic in Cur. predicti G. & R. in propriis personis* suis, Et quatuor Coronatores domini Regis Com. pre- *dicti videlicet R. L. E. D. F. G. & J. B. modo Mand.* dicti videlicet R. L. E. D. F. G. & J. B. modo Mand. quod ipsi Virtute brevis predicti sibi directi xvj. die *Maii ultimo preterito habere fecerunt prefatis G. & R.* Maii ultimo preterito habere fecerunt prefatis *G. & R.* plenariam Seisinam de Manerio, &c. cum pertin. prout per breve illud sibi preceptum fuit, &c.

ff. Trin. 22 Cur. 2. rotulo 136. ff. *G. G. gen. in pro-* pria persona sua petit versus *C. H. Advocatio-* nem Ecclesie de *B.* quam ei injuste deforc. &c. Et unde dicit quod ipsemet fuit seisit. de Advocacione predicta ut de uno grosso per se ut de feodo & jure tempore pacis tempore domini Regis nunc, &c. Et sic inde seisit. ad Ecclesiam illam vacan. presentavit quendam *T. C.* Clericum suum qui ad presentationem ipsius *G.* fuit admissus institutus & inductus in eadem tempore pacis tempore domini Regis nunc capiend. inde explef. ut in grossis decimis, minutis decimis oblationibus & Obventionibus ad valentiam, &c. ut in jure Ecclesie sue predictæ Et quod tale sit jus suum offert, &c.

Recovery with single Voucher in a Writ of Right of an Advowson.

¶ Et predictus C. per R. G. Attorn suum ven. & defend. jus predicti G. & seisinam suam quando, &c. Et totum, &c. Et quicquid, &c. Et maxime de Advocatione predicti. ut de feodo & jure, &c. Et voc. inde ad War. *E. Clent* qui presense est hic in Curia in propria persona sua Et gratis Advocationem predictam ei War. &c. Et super hoc predictus G. petit versus ipsum E. tenen. per War. suam Advocationem predictam in forma predicta, &c. Et unde dic. quod ipsemet fuit seisit. de Advocatione predicti. ut de uno grosso, &c. ut supra usq; offert, &c.

¶ Et predictus *Edmundus* tenens per war. suam defend. jus predicti C. & seisinam suam quando, &c. Et totum, &c. Et quicquid, &c. Et maxime de Advocatione predicta ut de feodo & jure, &c. Et pon. se in magnam Assisam domini Regis nunc Et petit Recognitionem inde fieri utrum ipse majus Jus habeat tenendi Advocationem predictam sibi & hered. suis ut tenens inde per war. suam an predictus G. habend. Advocationem predictam ut illam superius pet. &c.

¶ Et predictus G. petit licentiam inde interloquendi & habet, &c. Et postea idem G. reven. hic in Cur. isto eodem Termino in propria persona sua Et predictus E. licet solempniter exact. non reven. set in contempt. Cur. recessit, & default. fac. Ideo conf. est quod predictus G. recuperet seisinam suam versus prefat. C. de Advocatione predicti. tenend. eidem G. & hered. suis quiet. de predicto G. & hered. suis ac etiam de predicto E. & hered. suis imperpetuum Et quod predictus C. habeat de terra predicti E. ad valentiam, &c. Et idem E. in misericordia. Et super hoc predictus G. pet. breve domini Regis Vic. Com. predicti. dirigend. de habere faciend. ei plenariam seisinam de Advocatione predicti. & ei conceditur retornabile hic indilate, &c. *Postea scilicet vicesimo secundo die Junii isto eodem Termino ven. hic in Cur. predictus G. in propria persona sua Et Vic. videlicet T. G. Ar. modo mand. quod*

Miseri-
cordia.

quod ipse virtute brevis illius sibi directi 18. die Junii ult. preterit. habere fec. prefat. G. plenar. seisinam de Advocatione predicta. prout per breve illud sibi preceptum fuit, &c.

34

ff. Trin. 22. C. 2. rot. 137. Devon. ff. Similis Recuperatio super brevi de Recto de Advocatione, de Medietate Advocationis portionis de Pitt in Ecclesia de Tiverton. Nota,

ff. If the Writ of Entry be returnable so late in the Term, that the Writ of Seisin cannot come in, returnable the same Term, but that it must be returnable the next Term, Then observe after the return of the Writ of Seisin in the Exemplification to break off, and conclude with Quæ omnia & singula, &c. And indorse upon the Label, Ad quem diem hic ven. predictus (petens) in propria persona sua Et Vic. videlicet A. B. Miles modo mand. quod ipse virtute brevis illius sibi directi. primo die Junii ult. preterit. habere fecit prefat (petenti) plenariam seisinam de tenementis predictis cum pertin. prout per breve illud sibi preceptum fuit, &c. But in the Roll there is not any such distinction.

A Writ of Summons and Return.

CAROLUS Secundus Dei gratia Anglie, Scotie, Francie & Hibernie Rex, fidei defensor, &c. Vic. Eborum salutem Sum. per bonos Summonitores Willielm. Cotterel & Johannem Cotterel (Vouchers) quod sint coram Justic. nostris apud Westm. à die S. Trinitatis in quindecim dies ad War. Willielmo Payler & Richardo Payler (les Tenants) Manerium de A. &c. (recitando omnes parcelas nominatas in brevi de Ingressu) que Willielmus Satherwaite & Willielmus Burrowes (les Demandants) in Curia nostra

coram Justic. nostris apud *Westm.* clam. ut jus suum
versus prefatos *Williel. Payler & Rich. Payler* per
breve nostrum de Ingressu super disseisinam in *le*
Poss. Et unde iidem *Willielmus & Richardus* in ea-
dem Curia nostra voc. predictos *Williel. Cotterel &*
Johannem sum. in *Cour.* tuo ad War. versus eos
(*les Demandants*) Et habeas ibi sum. & hoc Breve.
Teste, &c.

Retorn. inde Sum. { Johannes Den } Johan.
Richard. Fen } Ramsden,
Miles Vic.

Note, That the Writ of Summons must bear the
Teste of the Return of the Writ of Entry.

A Writ of Seizen.

Carolus Secundus, &c. Vic. H. salutem Scias quod
J. P. in Cur. nostra coram Justic. nostris apud
Westm. recuperavit seisinam suam versus *A. B.* de
uno Mesuagio, &c. per breve nostrum de Ingressu
super disseisinam in *le Poss.* Ideo tibi precipimus
quod prefat. *J.* plenariam seisinam de tenementis
predictis cum pertin. sine dilatione habere fac. Et
qualiter hoc preceptum nostrum fueris execut.
constare fac. Justic. nostris apud *Westm.* indilate
(vel in Crastino *Trin.*) Et habeas ibi hoc breve.
Teste, &c.

Retorn. inde { Virtute istius brevis mihi directi 16 die
Maii Anno infra scripto habere feci
infra nominato *J.* plenar. seisinam de
tenementis infra spec. cum pertin.
prout interius mihi precipitur.

R. F. Ar. Vic.

The

*The Form of a Surrender or Lease to make
a Tenant to the Precipe.*

This Indenture made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth that whereas the said A. B. doth hold for the term of his life, One Mesuage, &c. in D. in the County of E. the immediate Reversion or Remainder whereof doth belong to the said C. D. and his Heirs, or to the Heirs of his body, lawfully begotten, for ever: Now the said A. B. for the perfecting of some Assurance shortly to be made of the same Mesuage, &c. by way of Common Recovery hath granted and surrendered, and by these presents doth grant and surrender unto the said C. D. and his Heirs, upon the Condition herein after-mentioned, All that the said Mesuage, &c. And all the Estate, Right, Title and Interest of him the said A. B. therein, To have and to hold to him the said C. D. and his Heirs upon Condition That if the said C. D. do not pay, or cause to be paid unto the said A. B. the sum of One Thousand pounds of lawful money of England, upon the first day of, &c. next ensuing the Date hereof, That then and from thenceforth this present Grant and Surrender shall be utterly void and of none effect, and that then also it shall and may be lawful to and for the said A. B. into the said Mesuage, &c. to re-enter and the same to have again, re-possess and enjoy, as in his former Estate and Right, any thing in these presents contained to the contrary in any wise notwithstanding. In Witness, &c.

The Form of Drawing a Recovery at the Bar, by the Sergeants at Law.

One of the Sergeants retained for this purpose must speak to the Chief Justice upon the Bench, and say demaundes, and shew the Tenant.

After leave given by the Court the Sergeant counts by the Prothonotaries Remembrance, according as the Writ is there entered in this manner, by the first Sergeant, viz.

1 Sergeant.

Ceo vous monstre *Jean at Oakes*, que *Jean at Style* a tort luy desforce de l' Mannor de *Sal* ovefque les appartenances en le Countie de *M.* (and so recite all the Lands as they are expressed in the Prothonotaries Remembrance delivered unto him) Et pur ceo a Tort entant que est son droit & son inheritance d'ount. il mesm' fuit seisie en son demesne come de Fee & droit en temps la peacé en temps la Raigne nostre Seignior le Roy que oré est, & les eiples ont prist Come en faucher de bles amountant al value de demie Mark & plus, & en quel le dit *Jean at Style* n'ad pas entre si non puis disseisin quel *Hugh Hunt* de ced torciouement & sans judgment ad fait al dit *J. O.* deins 30 ans darrein passe; Et si le dit *J. S.* ceo voile dedire vous aves cy le dit *J. O.* que ont ad port son Suit bon.

Then the Sergeant of the Tenant must say thus;

2 Sergeant.

Vous aves cy le dit *J. S.* que defend le tort & force & vouch a garanty *A. B.* Et prie que il soit summon deins le Countie avant dit per le aid de cest Court.

Then

Then the Sergeant of the Voucher must desire the Judges to Record the appearance of the Vouchee (if it be with a double Voucher, and so of every Vouchee, unless it be the Common Vouchee) which done, he must say, Vous avez cy le dit *A. B.* que cy est prist d'entre en la Garantie, & prie que le demandant counteroit envers luy. 3. Sergeant.

Then the first Sergeant must say, Autiel Count mutatis mutandis. 1 Sergeant.

Then the Sergeant of the Voucher (being the third Sergeant) must say thus; 3. Sergeant.

Autiel defence mutatis mutandis, vous avez cy le dit *A. B.* que vouch à Garantie *Edmund Clent*, Et prie que il soit summon en la Countie avant dit per le aid de cest Court.

Then the fourth Sergeant must say, Vous avez cy le dit *Edmund Clent* que cy est prist d'entre en la Garantie, Et prie que le demandant Counteroit envers luy. 4. Sergeant.

Autiel Count mutatis mutandis. 1 Serg.

Autiel defence mutatis mutandis, vous avez cy le dit *Edmund Clent* que le dit *Hugh Hunt* ne disse pas le dit *J. O.* si come le demandant per son briefe & Count suppose, Et sur ceo luy mita sur la pais. 4 Sergeant.

Ove vostre conge nous voilumus imparle. 1 Sergeant.

NB. The Demandant useth not to come to the Bar, but onely he that is Tenant to the Precipe quod reddat, and the Vouchers in person (unless by Warrant of Attorney as before) There must be one Sergeant for the Demandant, one for the Tenant, and a severall Sergeant for every severall Vouchere.



DIRECTIONS

For Sueing out

RECOVERIES

Together with the

Usual F E E S

Incident thereunto.

DRaw your PRECIPE in Paper in the same manner as you are directed in the beginning of this Treatise, which being drawn you must carry it to the Curstoz of that County wherein the Lands lye, who will thereby make you a Writ of Entry sur disseisin in le Post. When your Writ of Entry is made, you must carry it to the Alienation Office (now in the Inner Temple) and there compound it with one of the Commissioners, then pay the fine to the Receiver, who there attends to take it, and then you must get the Writ of Entry entred into the Commissioners Book, and there Indorsed with Mr. Crew's (the Doctors) hand, with the hands of two of the Commissioners unto it. Then carry it back to the Curstoz to be Sealed, from whence you must carry it to the Kings Attorney General for his hand.

Then

Then, in case the Tenant in your Writ of Entry does appear in person so that your Recovery may be taken at the Bar, you must ingross your Precipe in a large hand in that Prothonotaries Office in which you enter according to this form.

Midd. ff. **P**R. *Willielmo Herne* quod iuste, &c.
reddat *Johanni Adams* gen. unum
Tenens in pro- Mesuagium & decem acras Pasture
pria persona vo- cum pertin. in *Ensfeld*, que clam-
cat *Edm. Clent*. &c.

In this manner you are to enter a Precipe for a single Voucher upon the Remembrance, but if it be for a double or treble Voucher it must be still the same except in the Margin of the Precipe: If it be for a double Voucher you must say, Tenens in propr. persona vocat *Henr. Howse* qui presens vocat *Edmundum Clent*. And if it be with a treble Voucher say thus, Tenens in propria persona voc. *Henr. Howse*, qui presens voc. *Thomam Greene*, qui presens vocat *Edmundum Clent*.

Then when you are ready to have your Recovery taken at the Bar, having your Tenant and Vouchers ready, the Court being at leisure deliver the Remembrance, on which your Precipe is entred to one of the Sergeants at the Bar, who with two more of his brethren, if it be a single Voucher; three more if it be a double Voucher; or four Sergeants more if it be with a treble Voucher will soon dispatch you: which being done carry back the Remembrance to the Prothonotary sitting in Court who will mark it, Ad Barram, in the Margent of the Precipe, and pay the fees in Court. All which being done, then draw your Recovery, enter it upon a Plea Roll, which the Prothonotary will give you for that purpose; Then make an Exemplification thereof for your Client, then make your Writ of Seisin, and return the same together with your Writ of Entry according to your Precedents in such cases; Then examine your Recovery with the Prothonotary (having first perfected the Precipe in

in the Remembrance according to the Teste and Return of your Writ of Entry) then docket your Recovery, which done the Prothonotary will sign your Exemplification and Writ of Seisin, both which you must get Sealed; Then carry your Writs of Entry and Seizin to the Inrollment Office in the Temple to be Inrolled, and lastly file your Writs of Entry and Seizin, with the Custos brevium of the Common Pleas, who also keeps his Office in the Temple.

Note, You may pass your Recovery at the Bar before you sue out your Writ of Entry for the better dispatch of your Clyent, and so is the Common use.

Note, If your Clyent be a Nobleman, you must place him in the middle of the Bar, between the Kings Sergeants or the two other eldest Sergeants in their absence.

Note, The Demandant in any Recovery need not appear at the Bar.

But if your Recovery be with a single Voucher, and the Tenant to the Precipe do not appear at the Bar, in such case you may sue out a Dedimus Potestatem from the Curstoz directed to Commissioners to take the Caption, having ready Jurgrossed your Precipe quod reddat, and Warrant of Attorney, as your Precedent directs; then having your Dedimus Potestatem executed and returned from the Commissioners, carry the Caption back again to the Curstoz, who will make you a Mittimus and Transcript of all your proceedings, which you must enter in a small hand upon a Plea-Roll (taken from the Prothonotary) beginning with the Mittimus which is the least of the two Writs, and filed backwards; which having Recorded verbatim and litteratim; then in one continued Line begin and go on with the annexed Writ of Dedimus, and do the like to the end; and then about a thumbs breadth distance

distance, begin underneath and make an entry of your Recovery in great hand on the same Roll.

But if your Recovery be with a double Voucher (which is most usual) and the Tenant to the Preceipe do not appear at the Bar, then your proceedings are as followeth: You must sue out a Writ of Summons against the Tenant, together with a Dedimus Potestatem, as before directed; and at the fifth Return, inclusive from the Writ of Entry, accounting that of the Writ of Entry for one, the Writ of Summons returned, together with a Transcript of the Entry of the Summons being fairly Ingrossed, and a Transcript of the Caption, being (as before) made by the Curfitor, being all fixed together you may so pass it at the Bar. And in case the Vouchee do not appear at the Bar at the Return of the Summons; then you are to make out another Writ of Summons against the Vouchee, and to proceed as before; and having all your Writs and Transcripts fixed together, you are to deliver it to a Sergeant to be past at Bar.

But if your Tenant do appear at Bar, then you must have a Writ of Summons against the Vouchee, and so against every Vouchee, if it be with more Vouchers, and proceed therein as before directed.

Note, You must make due Entries upon Record of all your proceedings as they go on.

Note, That Captions may be taken before a Judge of Assize, and Certified without a Dedimus.

Note, You having Ingrossed your Summons in Parchment, may examine it by the Roll with the Prothonotary: In like manner you may pass it at Bar, by the return of the Caption, before you have a Transcript thereof from the Curfitor, as well as afterwards.

Note;

Note, You must carefully file all your Warrants of Attorney with the Clerk of the Warrants, and all your Writs whatsoever with the Custos brevium.

By the
Stat. 23
El. Cap. 3.
an Office
was ere-
cted for
the Inroll-
ment of
Writs of

Note, If your Client will be at the Charge, you may have both the Writs of Entry and Seizin exemplified with their Returns, for fear of any miscarriage in filing them, which Exemplifications are usually had at the Inrollment Office, now kept by Mr. Sergeant in Brick-Court in the Middle Temple.

Entry and Seisin, and Writs of Covenant; and it is thereby Enacted that the Exemplifications of such Writs shall have the same force and power as the Writs themselves.

Note, The most proper way to find out a Recovery formerly past is to search with the Clerk of the Warrants, who useth to take Notes out of all the Plea Rolls of all the Prothonotaries Offices, and enters them all distinctly and fairly into a Register-book, every Office by it self, and also the number Roll.

*The Charge of a Recovery with single
Voucher where the Tenant appears
at Bar.*

	l.	s.	d.
F or drawing the Precipe —————	0	2	6
For taking it into the Remembrance ———	1	0	0
To the Curfitor for the Writ of Entry ———	0	2	6
New Imposition for the Seal —————	0	0	6
The Kings fine rated by the Com- missioners —————	According to the value of the Lands		
New Imposition —————	According to the Rate.		
To the Receiver —————	0	0	6
For Mr. Crews hand Entering and Indorsing in Term time ———	0	1	2
For drawing it at Bar, to three Ser- geants —————	0	10	0
To the Box —————	0	0	6
Common Voucher —————	0	0	4
To the Attorney General for signing the Writ of Entry ———	0	10	0
The Secondary in Court receives ———	0	2	6
Return of the Writ of Entry —————	0	2	0
For drawing the Count and Judgment ———	0	2	6
For Exemplifying it and Parchment ———	0	7	6
To the Prothonotary for the Entry thereof —————	0	10	6
For Sealing thereof —————	0	2	2
	Imposition		

	l.	s.	d.
Imposition —————	0	7	6
For the Writ of Seizin and Retorn ———	0	4	0
For the Seal thereof, and Imposition ———	0	1	1
For filing the Writs of Entry and Seizin, with the Custos Brevium and Common Voucher —————	0	2	4
Attorneys Fee —————	0	6	3
But if your Recovery be with dou- ble Voucher, the Prothonotary will have of you for the Entry thereof ———	0	14	6
And for every treble Voucher. —————	0	18	6
And to the Clerk for every Voucher more ———	0	2	0

*The Charge of a Recovery by Summons, War-
rant of Attorney, and Dedimus.*

For drawing the Precipe and War- rant of Attorney —————	0	3	4
Dedimus Potestatem —————	1	4	2
Cursitor for the Transcription of the Return and Imposition —————	0	11	0
For making the Writ of Summons ———	0	2	0
Sealing thereof with the Imposition ———	0	1	1
Entry of the Summons to the Pro- thonotary —————	0	4	6
If with a Warrant of Attorney, then ———	0	6	6
To the Clerk for drawing and ingros- sing the Summons —————	0	2	6
To the Clerk for entering the Sum- mons with Mitimus and Dedimus on the Roll —————	0	5	4

for

	l.	s.	d.
for making and filing every Warrant of Attorney	0	1	4
for Return of the Writ of Summons	0	2	0
for filing thereof	0	1	0

*Charges Extraordinary if the Recover
under the Great Seal of England.*

for the Certiorari	0	13	4
for the allowance thereof	1	9	6
for the Clerk for his pains	0	6	8
for the Exemplification, every Skin	1	6	8
And to the King for the first Skin for Imposition	2	0	0
And for every other Skin Imposition	1	0	0
for the Seal	1	0	6

FINIS.